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The Solicitors' Journal and Reporter.

LONDON, MAY 7, 1887.

CURRENT TOPICS.

WE PRINT elsewhere an order of the Lord Chancellor authorizing the Paymaster-General to signify his assent to the conversion into India 3½ per cent. stock (in accordance with the recent notice of the Secretary of State for India) of all India 4 per cent. stock which on the 1st of June next shall be standing to his account on behalf of the Supreme Court.

WE UNDERSTAND that the amount proposed to be expended by the Council of the Incorporated Law Society on the entertainments to be given by them in June next is about £5,000, and that the number of tickets taken for the theatres is about fourteen hundred.

IT SEEMS PROBABLE that the authority which may have first suggested the Government's offer to consent to a prosecution being instituted by the Attorney-General against the *Times* for the article on Mr. DILLON is the passage in Mr. B. Parliamentary Practice (7th ed., p. 96) that "on some occasions the House has directed prosecutions against persons who have published libels reflecting upon members, in the same manner as if the publications had affected the House collectively." On reference to the Commons Journals it will be found that the two cases to which a reference is given in the foot-note bear out the statement in the text. The first of them occurred in 1699, when "a complaint was made to the House of a printed paper, one of which was presented to the House, and read at the table, subscribed by EDWARD STEPHENS, containing high reflections upon the honour of this House in general, and in particular upon Mr. JOHN HOW, a member thereof. Resolved *nem. con.* that the said paper is a false and scandalous libel; ordered that Mr. Attorney-General do prosecute the said EDWARD STEPHENS for the said false and scandalous libel" (18 Com. J. 230). And a committee was appointed "to inquire after the printer of the said false and scandalous libel, and to report the same to the House." The second case occurred in 1702, when the Attorney-General was directed to prosecute Mr. LLOYD, the Bishop of Worcester's son, for "grievous aspersions" against Sir JOHN PACKINGTON, in telling several freeholders that he "voted for bringing in a French Government."

THERE WAS a valuable discussion at the meeting of the Incorporated Law Society last week on the present mode of execution of writs, based on a paper by Mr. F. K. MURTON, read at the Hull meeting of the society in 1882, which differs from many of the provincial meeting essays in being not only full of information, but also interesting and amusing, and practically suggestive. Hence, no doubt, its unparalleled vitality. May we venture to point the moral for the benefit of the Jubilee essayists, to whose lucubrations so many country solicitors are looking forward with interest,

mingled, possibly, in some cases with an apprehension that urgent engagements at Ascot or elsewhere may possibly deprive them of the privilege of hearing the papers read? But to return to the subject of the recent discussion. The case for reform, as we understand it, is based on the contention that the system is antiquated and anomalous. The fees vary in different counties. According to Mr. MURTON the warrant costs 2s. 6d. on the Middlesex side of Westminster Bridge; 5s. on the other side of the bridge; and 7s. in Lancashire. The cost of execution to the debtor, again, is stated to be unreasonably heavy. The writ of execution applies to one county only, while ordinary process is operative all over England. And, lastly, the bailiffs employed are alleged to be frequently unfit persons, and not under any proper supervision. There is no blame imputed to the under-sheriffs as a body; it is the system which is at fault, and no one can doubt that it is in many respects ill-adapted to the present state of society. Mr. MURTON proposed to remove altogether the execution of final civil process from the office of sheriff and to establish an execution department in the Supreme Court. It is doubtful whether so radical a remedy could be carried, or indeed whether it is required, but if the committee appointed at the recent meeting can agree upon practical suggestions for so modifying the existing system as to lessen or remove the present abuses and anomalies, the discussion will have been productive of more valuable results than most of the debates at the Law Institutions which we have had to chronicle in recent years.

WE REPORT elsewhere the results of the first discussion by a law society of the Land Transfer Bill which has reached us. The Shropshire Law Society direct their observations upon the registration part of the Bill mainly to the question of compulsory registration of title, involving the intervention of a board of officials; and the objections they urge against this proposal are undoubtedly practical, reasonable, and weighty. Their views on this point are shared by many of the most experienced members of the profession. But it appears to us that the time is past for such a discussion. There is, or is supposed to be, a general agreement among the lay public in favour of compulsory registration of title; the large landowners (or their representatives in the House of Lords) appear to be at one with the Free Land League on this subject; the leaders of legal opinion on both sides of the Houses of Parliament are committed to some such scheme, and, this being so, it can hardly be expected that any protests on the part of the legal profession against the proposal for compulsory registration of title will be listened to. It may possibly be that a combined effort might secure postponement of the operation of the compulsion clauses; for, as we pointed out last week, the Bill does not contemplate compulsion as inevitably following on the establishment of a land transfer district; but, so far as existing indications go, it would seem that compulsion will come sooner or later. The practical course seems to be to endeavour, as far as possible, to minimize the possible evils of the proposed system, and to lend the aid of knowledge and experience by way of suggestions as to the details of a scheme which is certainly tentative and cautious in its application of compulsion. With this view we have, in our observations on the Bill, declined to discuss the question whether registration of title is the best system to adopt, and whether compulsion is necessary or expedient; and have, in the first instance, stated and discussed the Bill as it was introduced, and we propose, when we are able to see the form into which the Bill will ultimately be moulded, and the rules which will fill up its details, to devote ourselves to the consideration of the points upon which amendment appears to be necessary.

SIR A. ROLLY has introduced a Bill having for its object the compulsory registration of all deeds of arrangement between debtors, being traders, and their creditors. The proposal is that all such deeds, whether by way of assignment, composition, or insolvency, shall be registered in the Bills of Sale Department of the Central Office of the Supreme Court within seven days after execution by the debtor or a creditor, or, in default thereof, shall be void. On registration, a true copy of the deed and of every schedule or

inventory thereto annexed or therein referred to, is to be filed, in like manner as in the case of a bill of sale, together with an affidavit of the time of such execution, and a description of the residence and occupation of the debtor. The Bill also contains provisions for a register to be kept containing an abstract of the contents of every deed registered; for the inspection of this register by the public; and for the transmission of particulars to the county court of the district where the debtor resides or carries on business. There is also a proposal (clause 11) that, where a deed of arrangement has not been registered, and the debtor afterwards obtains credit to the extent of £20 or upwards from any person within two years from the date of the deed, without informing such person of the nature and effect of the deed, he shall be guilty of a misdemeanour as under the Debtors Act, 1869. We have never concealed our preference for a system that would invite registration by empowering an overwhelming majority in number and value of creditors to bind an insignificant minority to a reasonable arrangement; but we are ready to admit that the mind of the general public is scarcely open to allow so serious an inroad on the principles of the present Bankruptcy Act, whilst there is undoubtedly a strong feeling in favour of compelling the publication of arrangements entered into by debtors with their creditors outside the provisions of the Act. But, seeing that the arrangement clauses of the Act have proved a failure, we have little doubt that the enactment of any system of registration of deeds will ultimately lead to the adoption of the principle we have all along advocated, as it is very clear that something must be found to take the place of the abortive system of arrangements provided by the Act. We do not, therefore, see anything to be gained by the limitation of the proposal of the Bill to trader debtors, thus reintroducing the distinction abolished by the Bankruptcy Act; nor, in view of the fact that unregistered deeds are to be wholly void, can we approve of the penal proposal of clause 11. Of the other provisions, however, we can express a general approval—not by any means as a probable settlement of the question, but merely as a stepping-stone on the way to some settlement. But it is not unlikely that creditors, when they understand that the effect of the Bill will be to expose themselves to being published from time to time in lists of creditors in the columns of certain trade journals, may not be quite so favourable to the proposal.

WE CHRONICLE elsewhere the death of Mr. JOSIAH W. SMITH, Q.C., a learned ex-judge who was for many years the *MALINS* of the county court bench. Like the lamented Vice-Chancellor, he was a very learned lawyer, but very impatient of that servile deference to legislation and to the decisions of the (so-called) superior courts which a superstitious profession usually expects of a judge. As he expressed it in the draft of an "Act for giving greater effect to the true principles of judicial decisions" which he promulgated in 1877, and desired to be "made public throughout the length and breadth of the land," "all cases in litigation, other than cases of construction," should, "in the discretion and to the best of the judgment of the judge or judges deciding the same, be decided, so far as may be, according to Justice, Moral Right, and Public Policy." Accordingly, the learned judge for many years pursued his judicial way guided by these admirable principles. But from time to time he found a grievous stumbling block in the shape of what he called the "court above," which obstinately refused to recognize "justice, moral right, and public policy," as interpreted by him, as a proper ground of decision. The resources of civilization, however, were not exhausted, and by means of "a stereotyped form of reply" refusing applications for leave to appeal, he sought to remove the stumbling block out of the way. But in 1878 the use of this stereotyped form, together with some observations which he made contemplating the possibility of the "court above" deciding "contrary to justice and common sense," drew down upon him the thunder of the Queen's Bench Division, and shortly afterwards he retired from the bench. Peace be to his ashes! He meant to do even-handed justice, and we have always doubted whether the Queen's Bench Division treated him quite fairly. The result of his "stereotyped form of reply" was to prevent the successful suitors in his courts from being harassed by appeals in matters of very small pecuniary value, and we are not at all sure that he was wrong.

THE INCIDENCE OF ADMINISTRATION COSTS.

II.

We saw last week that the administration costs falling on the residuary personal estate include the costs of construing the will and the costs of ascertaining the persons entitled under the will. We have now to consider what those costs do not include, and upon some parts of this branch of our subject it is by no means easy to extract from the cases definite rules of practical value.

(5) *The administration costs falling on the residuary personal estate do not include:—*

(a) *The costs of determining questions arising with regard to, and relating exclusively to, a legacy or trust fund after it has been "severed from the bulk of the estate."* Such costs will fall on the legacy or trust fund exclusively (*Jenour v. Jenour*, 1805, 10 Ves. 562, 571; *Wilson v. Squire*, 1842, 13 Sim., at p. 213; *Martineau v. Rogers*, 1856, 8 De G. M. & G. 328). "As to the costs," said Lord Eldon in *Jenour v. Jenour*, "there is a distinction between this and the ordinary case of costs out of the estate; for, though it is true that rule prevails where a question arises between the individual and the person taking the bulk of the estate, how far the bulk of the estate is to answer for a legacy, a sum of money, or a portion; yet, if there is no question between the latter and persons claiming against him the bulk of the estate; but after he has paid out of the bulk, and done all that is incumbent upon him, a question arises as to the interest in that property, clearly severed from the bulk, the expense of questions touching that fund ought to be thrown upon the fund itself" (10 Ves., at p. 571).

But, in order that this rule may apply:

(1) *The legacy or fund must be clearly severed from the bulk of the estate.* The meaning of the rule has been said to be that, "if the executors, admitting the legacy to be payable, sever it from the estate, and a dispute afterwards arises between the persons to whom, or some of whom, the legacy belongs, and the court has to decide to whom it belongs, there the particular fund bears the costs; but, if the dispute arises between the persons claiming the legacy and those claiming the estate or residue, whether the legacy is payable or not, that cannot be the case of a severance in the sense in which the rule applies," because there, until the question is determined whether the legacy is payable, it is not severed from the estate; the executors have kept it under their control for the purpose of having the point decided (*Attorney-General v. Lawes*, 1849, 8 Hare, 32, 43). It follows that the mere fact that the particular amount of a legacy has been paid into a particular bank, or placed in certain custody or carried to a particular account until the question of the ownership is decided, does not *per se* take the case out of the ordinary rule (*Attorney-General v. Lawes*). Thus, in *Dugdale v. Dugdale* (1849, 12 Beav. 247), although a legacy for a class of next of kin directed to be raised out of the real estate had been raised and carried to a separate account in the suit, costs afterwards incurred in ascertaining the class were ordered to be paid out of the general estate.

The test seems to be, have the executors, as such, lost all dominion over the legacy or trust fund? If they have not, the rule does not apply. Where, for instance, a testator bequeathed a fund to trustees on trust, to pay the interest to a tenant for life, without any bequest of the *corpus*, or with a bequest thereof of doubtful validity, so that the *corpus* might ultimately become part of the residuary estate, the *corpus* of the fund will be regarded as assets of the testator's estate unadministered, *ultra* the life estate, and the costs of a suit to determine the construction or validity of the gift will fall on the residuary estate (*Pennington v. Buckley*, 1848, 6 Hare, 451). "The payment of a legacy while debts are unpaid," said Wigram, V.C., in that case, "may furnish a just inference that there are assets to pay debts. But the transfer of the stocks by [the executrix] to the trustees furnished no inference that the residue of the stocks might not be wanted for purposes having priority over the claims of the residuary legatees. Something more, therefore, as it appears to me, was wanted the day after the transfer to entitle the residuary legatees to say that this portion of the testator's estate was so completely administered and separated from the testator's general estate, and transferred to themselves, that the personal representative of the

original testator had lost all dominion over it. The case is the same as if there had been a direction to set apart a sum of money to provide for an annuity for life, and no subsequent disposition of the fund had been made; would such an application of the sum, *ipso facto*, make the trustees of it trustees for the next of kin or the residuary legatees of the testator? I think it clearly would not."

It is, of course, clear that, after a trust fund has been actually placed in the hands of the trustees thereof by the executors—such trustees being different persons from the executors—it is to be considered as severed from the bulk of the estate, so as to make the rule we are now considering applicable (see the decree in *Jenour v. Jenour*, 10 Ves., at p. 573). The difficulty arises where the executors are themselves also the trustees of the fund. Will their assent to the trust bequest (whereupon they forthwith become trustees: *Dis v. Burford*, 1854, 19 Beav. 409) constitute such a severance of the trust fund as to make the rule as to costs apply? In *Dis v. Burford* it was laid down that "the moment the executors assented to the bequest [of £400 to themselves in trust] they became trustees for their *estuis que trust*; the £400 then ceased to be part of the testator's assets, and it became a trust fund for the benefit of the plaintiff for life, and afterwards for his children, and the executors became mere trustees for them of that fund." It would seem, therefore, that, on principle, the assent of the executor to a bequest to himself in trust would be a sufficient severance to throw costs subsequently arising, with regard to questions relating exclusively to the trust fund, upon such fund; but we have not been able to discover any reported authority upon the question. And, considering the comparatively slight circumstances from which an assent by the executors to hold as trustees may be implied, it may perhaps be doubted whether an implied assent would be held to constitute a sufficient severance for the purposes of the rule as to costs which we are now considering. This is a point of considerable practical importance, and, considering the frequency with which the question must have arisen, it is surprising that (so far as we can discover) it is not covered by authority.

It is to be observed that, in the reported cases in which a legacy or trust fund has been held to be severed from the bulk of the testator's estate for the purposes of the rule as to costs, a considerable period had elapsed since the testator's death. Thus, in *Jenour v. Jenour* (*ubi supra*) the trust fund had been for seventeen years out of the hands of the executor (see 10 Ves., at p. 573); in *King v. Taylor* (1801, 5 Ves. 809) part of the legacy had been paid over to the legatee five or six years before the hearing; and in *Martineau v. Rogers* (*ubi supra*), also, about eight years had elapsed from the testator's death until the hearing of the case. Some stress appears to have been laid on this circumstance in *Jenour v. Jenour* (*ubi supra*), but it is considered that it is really immaterial; the only question is, Have the executors, as such, lost all dominion over the fund?

(2) *The question with regard to which the costs are incurred must relate exclusively to the interest in, or ownership of, the legacy or trust fund*; it must not be a question between the person claiming such legacy or trust fund and the persons claiming the bulk of the estate as to the amount of the legacy or trust fund, or as to whether it is payable at all (*Jenour v. Jenour*, *ubi supra*, p. 572; *Hill v. Rattey*, 1862, 2 J. & H. 634, 647). The practical test appears to be: Does the question affect in any way the residuary legatee? if it does, the costs will be payable out of the residue.

Shadwell, V.C., added another qualification—viz., that if the question arose as to the construction of the bequest of the legacy or trust fund, the costs must be borne the residue. He laid it down, in *Wilson v. Squire* (*ubi supra*), that, "if a fund is separated from the bulk of the testator's estate, and then a question arises about it, the fund pays the costs. But if the question is who is entitled to the fund in the first instance, that question is raised by the testator himself, and his estate must bear the costs; for a testator's estate bears the costs of all the questions that arise on his will respecting it." It is submitted, however, that this is no longer law, and that, if a legacy or trust fund has been severed as above described, it is immaterial that the question with regard to which the costs are incurred is occasioned by the ambiguity of the testator's will. Both in *Jenour v. Jenour* (*ubi supra*) and *Martineau v. Rogers* (*ubi supra*) the questions decided were on the construction of the will.

THE LAND TRANSFER BILL.

V.

IV.—THE INSURANCE FUND (Continued).

(ii.) *Registration of boundaries*.—Another incessant source of difficulty in the Land Registry has been the description of estates. Every estate must have its map and its tracing; every map and tracing must be made to a certain scale from a public map; when made it must be passed by the Surveyor-General; weeks are sometimes spent in correspondence over little points raised on these maps which to an ordinary purchaser on the spot would be explained away in ten minutes. (It is not quite clear what is the object of this extraordinary care under Lord Cairns' Act, considering that that Act does not profess to register boundaries, but it is the case notwithstanding). Here, again, we see the fatal effect of the cast-iron system hitherto adopted. A mistake in a map may deprive someone of his land; therefore all maps must be examined by the Surveyor-General himself, and compared with the office maps in all their minutest particulars, and sent back for correction or explanation wherever the smallest inaccuracy or doubtful point occurs. In Australia the office has all this work done for it by "licensed surveyors." These are local surveyors who have passed an examination and are authorized to act for the office, charging very cheap rates, in all matters of mapping. Their maps are handed in, signed, with the application, and the office accepts them ordinarily without delay or question. This system leads to occasional inconsistencies and mistakes, but they are compensated out of the insurance fund, and business meanwhile proceeds rapidly. This delegation of important duties would be impossible were the boundaries thus delineated to be past the possibility of correction, and conclusive even against unconscious third parties without compensation in case of error. There is a collection of twenty-two mistakes made by licensed surveyors during the first five years of the South Australian Registry. They are in a return to the Legislature of that colony made in 1864 (Papers—House of Assembly—Return, vol. 3, 1864, p. 173). They include specimens of every error that can be imagined almost. All these mistakes were found out and corrected before any harm came of them.

These Australian reports and returns throw a curious light on the subject in various ways. In England it is a commonplace to say that the work of delineation of boundaries must have been greatly simplified in Australia by the *uniform Colonial Government surveys* which existed in all cases, instead of our defective and irregular tithe and other maps (the report of Mr. O. Morgan's Committee, 1879, p. 5, is very great on this). In the Colonies themselves it is an equally common remark that the registered descriptions will never be satisfactory until something like the *excellent English tithe maps* are constructed to supersede the grossly inaccurate Government surveys (South Australia—Parliamentary Papers, 1861, vol. 3, No. 192, Report 13, for one out of many references that might be given).

If the insurance system can be so applied in practice as to render the registration of absolute titles as easy as the acceptance of titles on sales by ordinary purchasers, and also the registration of boundaries and their subsequent manipulation and alteration, especially on sales in lots, at a reasonable expense, it will, no doubt, entitle those who have introduced it to claim that they have done a good deal. Whether such a result is possible, however, experience only can decide. In a similar manner it seems possible that the insurance fund might be utilized to render the verification of instruments easier than it is at present, and to furnish conveniences in respect of official searches, cautions, and notifying the cessation of charges, and even to reduce the magnitude of that standing rock—the foreclosure of a mortgage. These matters we may, perhaps, revert to at a subsequent date.

4. *The limits of reliance on the insurance fund*.—It will probably have occurred to some, in perusing the last section, that the office may now begin to be tempted to err on the side of carelessness, and to rely too much on the compensation principle. It will be remarked that a purchaser in most cases does very distinctly desire to obtain the definite plot of land that he has bought, and that, however satisfactory it may be in Australia to receive only a certainty of money damages in case of loss, yet that in England something more than this will be required to meet the necessities of the case. This objection is a weighty

one, but there are considerations which enable it to be answered with some confidence. Let us divide the possible sources of error, as we did before, into (1) first registrations, and (2) registered dealings. In first registrations it is tolerably clear that neither a whole estate, nor any material part of it, could be registered wrong without fraud. Now careful inquiry has shown that even the slight degree of publicity created by deed registries has sufficed to exclude fraud entirely from the counties of Middlesex and York; therefore, it may be expected that the considerably greater publicity attending all applications for first registration will exclude it also. Passing from fraud to mistake, the only mistakes possible will be from dormant claims—a risk which (judging by the common conditions of sale now submitted to) purchasers are now content to run, even without an insurance fund, and small errors as to boundaries which the ordinary purchaser, again, is usually content to buy in the auction room subject to a condition making them matter of compensation merely. At any rate, as a wide discretion in the matter will probably be given to the board, it will not be difficult to correct any tendency to undue indulgence as soon as its effects are complained of. Secondly, as to the probability of errors in registered dealings. If the Australian practice is copied in this matter, which by all accounts is quite facile enough for business purposes, we may expect to suffer no more from fraud or error than the Australians have hitherto done. Now the Australian statistics give no instance of a registered purchaser yet losing the substance of his purchase; and, as to mistakes in details, the figures given in our last issue but one show that the extent of the risk incurred by a purchaser of having to accept money compensation only as to a portion of the land purchased has hitherto been somewhere about 1 per cent.

V.—THE LAND TRANSFER BOARD.

Besides adding to the Land Transfer Act of 1875 the three important practical features of (1) compulsion, (2) confirmation of titles and boundaries, and (3) an insurance fund, the present Bill makes (4) an administrative change. The present office of land registry is "conducted by a registrar appointed by the Lord Chancellor, with such number of officers as the Lord Chancellor (with the concurrence of the Treasury as to number) may from time to time appoint"—such registrar being a barrister of ten years' standing, and the assistant registrar being a barrister or solicitor or certificated conveyancer of five years' standing (section 106 of the Act of 1875), thus practically excluding all but professional lawyers from influential posts. The new Land Transfer Board will consist "of a registrar-general, a chief examiner of titles, and an assistant registrar, appointed by the Lord Chancellor" (Bill, clause 1). There is no provision for increasing the numbers of the board, nor is any professional qualification expressly required for membership, or indeed for either of the three named posts. The memorandum prefixed to the Bill also definitely states that the board is intended to comprise "persons of experience in organization and administration as well as in conveyancing."

Now, although the terms of the memorandum have created in some quarters an impression that the professional lawyer will have but a small voice in the deliberations of the board, yet, when the provisions of the Bill are considered, it would seem more probable that he would have a good working majority of two to one; and that the new board will differ but little from the old staff. For the old staff practically consisted of the registrar and assistant registrar, with the advice, on conveyancing matters, of either one or other of the two examiners of title; the new board will consist of the chief examiner of titles, who obviously must be an experienced conveyancer, and of the registrar and his assistant, of whom it is at least unlikely that both will be laymen. Still the fact should be observed that the casting vote on the board (on which much that is of importance to persons transacting business with land will depend) will be determined according as it is thought right or wrong to select both the registrar and his assistant, or only one of them, from persons unacquainted with conveyancing practice.

Both the Act of 1875 and the present Bill contain provisions for establishing local registries and delegating duties to local officials.

We have now passed in review what we believe to be the most important practical points in the Bill. We have avoided dwelling upon incidental matters, in which it has appeared to some that the

framers of the Bill have failed to express their intentions, or have omitted to make necessary provisions; because, if this be so, the defects will no doubt be remedied by those charged with the conduct of the measure directly their attention is called to them. Our object has been different. It has been to try and lay before our readers the broad effect of the proposals now intended to be made, on the assumption that they will in the end be expressed with accuracy and completeness, and will be enacted by the Legislature.

We understand that the Council of the Incorporated Law Society and the Bar Committee have both been requested by the Lord Chancellor to report upon the Bill, and that remarks and suggestions from individual conveyancers have also been invited. It is possible that both the Bill and the Land Transfer Act of 1875, which it enforces, may receive much alteration in the passage of the measure through Parliament. Further, there are the rules still to be published, on which much of the practical effect of the system will depend.

We propose, then, to defer making more detailed statements as to the operation of the measure, as a whole, until more information is before us. It will be remembered that clause 2 leaves the application of compulsion entirely subject to orders in council, and that clause 47 enables such orders to be revoked and altered. So that the passage of the Bill into law will not involve or authorize any step utterly beyond recall.

CORRESPONDENCE.

THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—There seems to be a chance of this Bill, with its compulsory clauses, being hurried into law, and I would suggest that such clauses should not come into force for, say, five years from the passing of the Act. This period would be sufficient to show how the Act would work and in what respects it might, with advantage, be amended. With the experience before us of the confusion introduced by the Judicature Acts and their endless rules, and of the trifling value of the advantages gained by the changes made, it seems desirable that no such radical change as that proposed with regard to land transfer should be made without ample time being allowed to test the value of the scheme.

B.

NEW ORDERS, &c.

SUPREME COURT OF JUDICATURE.

CONVERSION OF INDIA FOUR PER CENT STOCK.

Saturday the 30th day of April 1887.

Whereas the Secretary of State for India in Council has by a notice dated the 19th April 1887 stated that he is willing to grant in exchange for India Four pounds per centum stock and India Four pounds per centum stock certificates a like amount of India Three pounds ten shillings per centum stock and India Three pounds ten shillings per centum stock certificates respectively and that the holders of India Four pounds per centum stock or stock certificates who may avail themselves of his offer will receive on the 6th July 1887 a payment of One pound twelve shillings and sixpence per centum on the amount of stock or stock certificates surrendered being a quarter's interest at Four pounds per centum per annum to that date and Ten shillings per centum per annum for a year and a quarter to October 1888 paid in advance.

And whereas by the said notice it is required that the holders of India Four pounds per centum stock or stock certificates should signify their assent to the Secretary of State for India in Council and that such assents must be delivered at the office of the Chief Accountant of the Bank of England on or before Wednesday the 1st June 1887.

And whereas a large amount of India Four pounds per centum stock is now standing to the account of the Paymaster General on behalf of the Supreme Court of Judicature at the Bank of England and it is for the advantage of the persons interested in that stock that it be converted into a like amount of India Three pounds and ten shillings per centum stock in accordance with the said notice and it is also expedient that any amounts of India Four pounds per centum stock and India Four pounds per centum stock certificates which may be transferred to the said account before the 1st June 1887 should be converted in like manner.

Now I do order that the Paymaster General do signify in the manner directed by the said notice his assent to the conversion into India Three pounds ten shillings per centum stock or India Three pounds ten shillings per centum stock certificates respectively in accordance with

the said notice of all such India Four pounds per centum stock and India Four pounds per centum stock certificates as shall on the 1st June 1887 be standing to his account on behalf of the Supreme Court of Judicature (excepting so much thereof as he may by any order made in the Supreme Court or in Lunacy be directed to except) and do cause such assent to be delivered at the office of the Chief Accountant at the Bank of England on the said 1st June 1887.

And I do further order that when such conversion shall have been effected the Paymaster General do place to the credit of the several accounts on which such India Four pounds per centum stock or stock certificates shall be standing in his books corresponding amounts of India Three pounds ten shillings per centum stock or stock certificates and do write off such India Four pounds per centum stock or stock certificates from the same accounts.

And I do further order that after the 1st June 1887 the Paymaster General do as far as may be practicable give effect to all directions contained in any order fiat report or certificate made in any division of the Supreme Court of Judicature or in Lunacy and to all powers of attorney and other instruments which shall be in force on that day and shall refer to any India Four pounds per centum stock or stock certificates converted in pursuance of this Order as if they referred to India Three pounds ten shillings per centum stock or India Three pounds ten shillings per centum stock certificates.

And I do further order that the Paymaster General do hold the sum of Twelve shillings and sixpence per centum part of the said sum of One pound twelve shillings and sixpence per centum and pay and apply the same quarterly from time to time in like manner as the same would have been applicable if it had not been received in advance.

HALSBRURY, C.

We concur in this Order,
HERBERT EUSTACE MAXWELL.
SIDNEY HERBERT.

N.B.—Having regard to the above Order suitors are informed that any order excepting amounts of India Four pounds per centum stock or certificates from the conversion above directed should be left at the Pay Office not later than Friday the 27th May 1887.

W. HENRY WHITE, Assistant Paymaster General.

CASES OF THE WEEK.

REID v. THE EXPLOSIVES CO. (LIM).—C. A. No. 1, 3rd May.

WRONGFUL DISMISSAL.—APPOINTMENT OF RECEIVER OF COMPANY OPERATING AS DISCHARGE OF SERVANTS.

This was an appeal by the plaintiff from the decision of Manisty, J. On January 28, 1882, the plaintiff was appointed chemical superintendent of the defendants' works at a salary of 2600 per annum, the engagement to be terminated by six months' notice in writing on either side. On May 22, 1885, a receiving order was made in the Chancery Division on the application of some debenture holders of the company, by which a man named Thorn was appointed receiver and manager of the company. On May 28, 1885, the company passed a resolution for its voluntary liquidation, and Thorn and a man named Nutt were appointed liquidators. On December 16, 1885, Thorn's accounts as receiver were passed, and he was discharged from his receivership. The plaintiff, who was aware of the circumstances of the company, continued his employment, receiving a salary of £50 a month till January 15, 1886, when he was dismissed by the liquidators. He then brought an action against the company for wrongful dismissal, claiming £300 damages as being six months' salary due to him under the agreement of January 28. The action was tried before Manisty, J., and a special jury. The jury found that the plaintiff continued in the service of the company after May 22, 1885, but Manisty, J., gave judgment for the defendants on the grounds that the appointment of the receiver had the effect of a notice discharging the company's servants, and that the resolution for voluntary liquidation had a similar effect.

THE COURT (Lord Esher, M.R., Fry and Lopes, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that it was clear that if there had been only one mortgage on this business the mortgagee could enter for a breach of the mortgage covenants. The only reason a receiver was appointed in such cases was to avoid the inconvenience of entries by a large number of mortgagees. The appointment had therefore the same effect as an entry by a mortgagee, and was equivalent to a discharge of all the servants of the company. No doubt, therefore, the plaintiff had a right of action for wrongful dismissal on May 22, 1885. But such an action could not be maintained unless he had sustained some damage. The utmost damage that he could claim would be for the loss of his six months' salary. But in the present case the plaintiff had continued in the employment of the receiver, not indeed on the same agreement, but at the same salary, for more than six months. He had therefore sustained no damage, and could not succeed against the defendants. The question as to the effect of the liquidation did not arise. Fry, L.J., said that he did not think the appointment of such a receiver was necessarily equivalent to a dismissal of all the servants of the company. It would depend on the particular circumstances of each case, and whether the receivership was likely to be merely temporary. It was, however, clear here that there was nothing at the time the receiver was appointed to indicate that his possession was

likely to be temporary, and therefore the appointment was equivalent to be a discharge of the plaintiff by the company. It was unnecessary to decide whether the liquidation had a similar effect or not. Lopes, L.J., concurred.—COUNSEL, *Kemp, Q.C.*, and *McClintock; Murphy, Q.C.*, and *J. G. Witt.* SOLICITORS, *J. O. Jacobs; Saunders, Haukeford, Bennett, & Co.*

THE QUEEN v. LORD PENZANCE.—C. A. No. 1, 28th April.

PROHIBITION.—ECCLIASTICAL COURT.—JUDGMENT WRITTEN OUTSIDE THE PROVINCE IN WHICH THE OFFENCE WAS COMMITTED.—CHURCH DISCIPLINE ACT (3 & 4 VICT. c. 86).

A suit was instituted under the Church Discipline Act against the Rev. James Bell Cox, incumbent of St. Margaret's, Toxteth-park, Liverpool, in the Chancery Court of York, for alleged illegal practices of ritual. Mr. Bell Cox did not appear, and a motion to refrain from such practices having been issued and disobeyed, application was made for his suspension. Affidavits were filed in support of the application and were sent by the surrogate to Lord Penzance, the judge of the court, who was in London. His lordship read the affidavits and wrote a judgment in London, which he sent down to York with directions to the surrogate that it should be delivered if Mr. Bell Cox did not appear, but that if he appeared the court should be adjourned for the attendance of Lord Penzance himself. Mr. Bell Cox did not appear, and the surrogate delivered the judgment, which directed a suspension of the defendant for six months. Mr. Bell Cox having disregarded this order, application was made for a *significavit*, which was issued by the judge in the same manner. Mr. Bell Cox not appearing. Mr. Bell Cox then moved in the Queen's Bench Division for a prohibition on the ground that Lord Penzance could not do any judicial act outside the province in which the offence was committed, and that since the proceedings would terminate in imprisonment of the defendant it was contrary to natural justice to allow judgment to be pronounced by the surrogate, who had no power to hear the defendant, but could only adjourn the case, if he appeared, for the attendance of the judge. The Divisional Court (Mathew, Cave, and A. L. Smith, JJ.) refused the prohibition, and their decision was upheld by this Court (Lord Esher, M.R., Fry, and Lopes, L.JJ.).

Lord Esher, M.R., said that there were three grounds on which a prohibition would issue—namely, where a court acted without jurisdiction, or in excess of its jurisdiction, or where its action was contrary to natural justice and violated the general principles of the law of the land. Mere irregularity of procedure was not a ground for a prohibition. In this case whatever judgments had been pronounced had been pronounced in the province of York, although they had been written outside the province. No judicial act, therefore, had taken place outside the province. It was clear that Mr. Bell Cox did not intend to appear, but if he had appeared the court would have been adjourned and opportunity would have been given him of being heard. It could not be said, therefore, that any injustice was being done which would call for a prohibition.—COUNSEL, *Arthur Charles, Q.C.*, *Sir Walter Phillimore*, and *Bentley*; *Sir Edward Clarke, S.G.*, and *Dauchovert*; *Jones and R. Saunders*. SOLICITORS, *Brooks, Jenkins, & Co.*; *The Solicitor to the Treasury*; *Jas. Girdlestone*.

BARONESS WENLOCK AND ANOTHER v. THE RIVER DEE CO.—C. A. No. 1, 30th April.

PRACTICE.—REFERENCE FOR INQUIRY AND REPORT.—POWER OF REFERENCE TO HEAR WITNESSES.—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 56.

This was an action by the executors of the late Lord Wenlock to recover £173,000, advanced by Lord Wenlock to the defendant company, as secured on mortgage. Huddleston, B., gave judgment for the full amount claimed. The Court of Appeal, on the 9th of May, 1883, held that the defendants had only borrowing powers to the extent of £25,000, and gave judgment for the plaintiffs for this sum with interest, and also for so much of the sums advanced as was employed in the payment of any debts or liabilities of the defendant company properly payable by them, with interest thereon, and the court referred it to a special referee to inquire as to, and report the amount of, the sums so employed as aforesaid. The referee having heard counsel and witnesses, and having made his report, the plaintiffs now moved the Court of Appeal to have the report varied in certain particulars, when the defendants took the preliminary objection that the reference was under section 57 of the Judicature Act, 1873, and that the findings of the referee under that section were equivalent to the verdict of a jury, and the motion ought to be made in the Divisional Court. It was contended in support of this objection that a referee had no power to examine witnesses upon a reference under section 56, and that as the referee here had, from the necessity of the case, examined witnesses, the reference must have been intended to be under section 57.

THE COURT overruled the objection. Lord Esher, M.R., said that the only difference between a reference under section 56 and a reference under section 57 was this—that in the first case the case was referred for report, so that the court might adopt the report, or reject it simply on the ground that it disagreed with it; whereas in the second case the referee's findings were to have the effect of the verdict of a jury, so that his report could only be set aside on the ground upon which the verdict of a jury could be set aside. Under section 56 the reference was for "inquiry and report." "Inquiry" was not limited to what a man saw with his own eyes. It signified a judicial inquiry with witnesses. The word "inquiry" was used because, in the result, it was not to have the same effect as a "trial" under section 57. His Lordship said that, having made inquiries, he found that the matter had always been dealt with on the footing of that being the only difference between the two sections, it being the invariable practice for a referee under section 56 to hear counsel and witnesses.

After such a consensus of action, the section could not be construed otherwise. The reference, therefore, was under section 56. *Fay, L.J.*, said that the order of reference ought to state under which section the reference was directed. The forms given in the appendix contained this statement, and those forms ought to be followed. The obvious intention here was to direct a reference under section 56, and no doubt it was intended that the referee should take evidence. The motion was therefore properly made to this court. As to whether, in a reference under section 56, the referee could take evidence and hear witnesses, his lordship doubted whether the Legislature intended the referee to do more than make an inquiry himself, and not from other persons. It seemed to him to be the intention to extend to all the courts the power given to the Court of Chancery by 15 & 16 Vict. c. 80, s. 42, of calling in the assistance of scientific persons. The form of reference under section 56 given in the appendix contained no power to examine witnesses, whereas the form under section 57 did. It would be advisable, if the referee was to examine witnesses, to give such a power on the face of the order of reference. Having stated his doubt, his lordship was glad that the practice was the other way, as it gave a beneficial operation to section 56. *Lopes, L.J.*, said that though the form in the appendix of a reference under section 56 contained no provision for the examination of witnesses, whereas the form under section 57 did, yet the forms were no part of the Act. He agreed with Lord Esher, *M.R.*, that under the word "inquiry," in section 56, the referee had power to examine witnesses. That had been the invariable practice, and the narrower construction of the section would deprive it of its beneficial operation.—*COUNSEL, Right, Q.C., and R. O. B. Lane; Sir H. Davey, Q.C., and A. R. Kirby. SOLICITORS, Emmet, Son, & Stubbs; Ashurst, Morris, Crisp, & Co.*

HALL v. BROMLEY—C. A. No. 2, 29th April.

COPYHOLDS—ADMISSION—FINES.

This was an appeal from a decision of Kekewich, J., the question being what fines were payable on an admission to copyholds. The plaintiffs, as lords of the manor, claimed two fines in addition to the fine admitted by the defendants to be payable by them on their admission. Mary Hammond, widow, was at the time of her death in 1847 tenant of the copyholds. By her will she appointed trustees, with a power of sale of the copyholds, but gave them no estate. Edward Hammond, her customary heir, was admitted tenant at her death. The trustees sold the copyholds to Anna Hammond. Before any conveyance of the property was executed she married James Dench, a settlement, dated July 10, 1848, being executed on the marriage. On December 21, 1849, the trustees of Mary Hammond's will conveyed the property to the trustees of Mrs. Dench's settlement, Edward Hammond entering into a covenant to surrender the property to the use of the settlement, and, on December 22, 1849, Edward Hammond surrendered to such uses as the trustees of the settlement should appoint, and, in default of appointment, to certain specified uses. This surrender was presented on May 27, 1850. On March 18, 1853 (at which time, James Dench having died without issue, Anna Dench had under the provisions of her settlement become absolutely entitled to the property), a deed was executed by which, after an erroneous recital that no surrender had been made in pursuance of Edward Hammond's covenant, the trustees of the settlement purported to grant, bargain, and sell the copyholds to Anna Dench absolutely in fee simple. Anna Dench afterwards married one Gilbert, and a settlement was then executed by which her interest in the copyholds was vested in trustees. She died in March, 1856, and in March, 1864, Edward Hammond (who during all this time was the tenant on the rolls of the manor) died, his executors being the defendants Bromley and John Edward Hammond. The trustees of the Gilbert settlement sold the property, and the question arose who were the proper persons to be admitted as tenants in order to make a title to the purchaser. Bacon, V.C., on a summons under the Vendor and Purchaser Act, decided that the defendants, as executors of Edward Hammond, were the proper persons to be admitted. They were admitted tenants on May 13, 1885, and the question was then raised what fines were payable to the lords of the manor on the admittance. Besides the fine on the admission of the defendants, the lords claimed two other fines—viz., a fine in respect of the legal estate which, as they contended, became vested in Anna Dench, as appointee under the conveyance of the Dench trustees in 1853; and a fine in respect of the legal estate which, they alleged, vested in Edward Hammond as customary heir of Anna Dench, he being her brother. Kekewich, J., held that only one fine was payable.

THE COURT OF APPEAL (COTTON, L.J., Sir J. HANNEN, and LINDLEY, L.J.) affirmed the decision. COTTON, L.J., said that the purchaser had not only to be satisfied that there was a good legal title, but that there was a good equitable title to the property. He must see that all persons entitled to an equitable interest in the property concurred in or authorized the sale. But the lord had nothing to do with equitable interests; he was only concerned with the legal tenant on the rolls. The case was very clear. Edward Hammond was duly admitted as heir of Mary Hammond, and till his death he remained on the rolls. Those who had the right to insist on the surrender of 1849 did not do so, and, even if the deed of 1853 was an appointment of uses, it was very doubtful whether the lord could have enforced admission. But in truth that deed was not such an appointment. Instead of referring to the surrender by Edward Hammond, as it would have done if it had been an appointment in furtherance of the object of that surrender, the deed contained a recital that no such surrender had been made. Edward Hammond remained on the rolls as trustee for Anna Dench, and, when she dealt with her equitable interest, he remained on the rolls as trustee, and he was still there as trustee for the persons who directed a sale. No doubt, a covenant to surrender, entered into for valuable

consideration, was binding as between the surrenderor and the surrenderee, but the lord could not enforce it, and the surrenderor and the surrenderee could by agreement exclude the necessity of admittance, and could leave the surrenderor on the rolls as trustee. It would be different if the title depended on admittance, but that was not the case here. Sir JAMES HANNEN concurred. LINDLEY, L.J., said that, as a general rule, no fine was payable except on an admittance. Admittance depended on the legal estate, and the lord could look at that only. The legal title had been in Edward Hammond all along, and, when he died, it devolved upon his statutory heirs. They were therefore to be admitted, and a fine was payable on their admittance. If they were not equitably entitled they would be trustees. But that was no concern of the lord; the legal title would be complete.—*COUNSEL, Barber, Q.C., and Archibald Brown; Elton, Q.C., and Challis. SOLICITORS, R. Furber; Aldridge, Thorn, & Co.*

Re HARWOOD—C. A. No. 2, 2nd May.

LUNATIC—SALE OF MORTGAGED PROPERTY—EXERCISE OF POWER OF SALE BY COMMITTEE—CONVEYANCE TO PURCHASER—LUNACY REGULATION ACT, 1853 (16 & 17 VICT. c. 70) ss. 116, 138.

The question in this case was whether the Court in Lunacy had jurisdiction to authorize a sale of real estate of which a lunatic was mortgagee, and, at the same time, authorize the committee, in exercise of an ordinary power of sale contained in the mortgage, to convey the estate, when sold, to the purchaser. The practice in such cases has been, after a purchaser has been found, to vest the estate in him by means of a vesting order under the Trustee Acts. It was argued in the present case that the court had jurisdiction to authorize the committee to convey to a purchaser, either under section 136 or under section 116 of the Lunacy Regulation Act, 1853. Section 136 provides that "when a power is vested in a lunatic for his own benefit, and such power is in the nature of a beneficial interest in the lunatic, and it appears to the Lord Chancellor to be for the lunatic's benefit, and also to be expedient that the power should be exercised, the committee of the estate may, in the name and on behalf of the lunatic, under an order of the Lord Chancellor, made upon the application of the committee, exercise the power in such manner as the order shall direct." And by section 116 "where it appears to the Lord Chancellor to be just and reasonable, or for the lunatic's benefit, he may order that any estate or interest of the lunatic in land" be sold for the purpose of raising money to be applied for certain specified purposes.

THE COURT (COTTON and LINDLEY, L.J.J.) held that section 136 did not apply. A power of sale in a mortgage, which was only an equitable power to bar the mortgagor's equity of redemption in the mortgaged property, was not a power within the meaning of the section. It was more doubtful whether section 116 applied, but it would be dangerous to introduce a new practice. The court accordingly only authorized a sale of the mortgaged property, without empowering the committee to convey to the purchaser.—*COUNSEL, H. M. Humphrey. SOLICITORS, Torr & Co.*

Re MUFFETT, JONES v. MASON—C. A. No. 2, 4th May.

WILL—CONSTRUCTION—LEGACY TO TRUSTEES "FOR THEIR SERVICES."

This was an appeal from a decision of Chitty, J., the question being whether the trustees of a testator's will were, under the circumstances, entitled to legacies which he had bequeathed to them. He bequeathed:—"To my two trustees, J. and S., per annum of (sic) each for their services and collecting of rents, &c., £25." The testator had a number of houses, many of which were let to weekly tenants. The annual income arising from the houses amounted to between £1,700 and £1,800. The trustees did not collect the rents themselves, but employed a collector at a commission of 5 per cent., or about £90 per annum. This was an action to administer the testator's estate, and the Chief Clerk, by his certificate, allowed the trustees the commission paid to the collector, but disallowed to each of them the legacy of £25. Chitty, J., affirmed the decision, on the ground that, as the trustees had not performed the service for which the legacy was given to them, they ought not to have it.

THE COURT OF APPEAL (COTTON, LINDLEY, and BOWEN, L.J.J.) affirmed the decision. COTTON, L.J., said that the trustees might have elected whether they would collect the rent themselves and have the £25, or employ a collector at a salary. But, in his lordship's opinion, the testator intended to give the £25 to the trustees to cover the expenses of collecting the rents and the other services which they would have to perform as trustees. Other parts of the will showed that the testator thought that these sums of £25 would be the only deductions from the income of the property. The trustees had asked the court to apportion the £25, and to allow them a part of it in respect of their services other than the collection of the rents. If the sum paid to the collector had been less than the two sums of £25, this might have been reasonable; but the whole sum which the testator thought reasonable for expenses had been already exhausted. The point was in no way covered by authority. *Wilkinson v. Wilkinson* (2 Sim. & St. 237), and *Baker v. Martin* (8 Sim. 25), which had been cited, were entirely different from the present case. LINDLEY, L.J., and BOWEN, L.J., concurred.—*COUNSEL, Maclean, Q.C., and Oswald; Romer, Q.C., and J. R. Paget; Stallard. SOLICITORS, G. J. Vanderpump & Son; A. P. Jackson; Warren, Gardner, & Merton.*

WARD v. DUDLEY—Chitty, J., 27th April.

FIXTURES—MINING PLANT—BLAST FURNACES—MINING RAILWAY—SETTLEMENT—TENANT FOR LIFE WITH POWER OF WORKING MINES—TRADE FIXTURES—VALUATION OF FIXTURES.

In this case a receivership motion was made for the purpose of obtaining

judgment as to the principles which should regulate the adjustment of the rights of parties interested in the mining plant of the Dudley Estates. It appeared that the late Lord Dudley was tenant for life of the family estates and mining plant, with power of working the mines and collieries. In 1845, when he entered upon the estates, the mining plant was valued at some £167,000, and at his death the value exceeded £700,000, the increase being due to mining plant, &c., supplied by the late earl out of his own means.

CHITTY, J., after holding that the interest of the late earl under the will which constituted the settlement was a right of enjoyment in the chattels, and not a right to carry on a business, and, therefore, that his position with respect to the trustees of the will was that of a donee of consumable chattels, said that, as regarded the rights of the late earl, the tenant for life of the settled estates, and those of his successor in respect of the mining plant, the view he took was that the machinery which had been annexed to the soil for the purpose of rendering the minerals merchantable, if such machinery was capable of being removed therefrom by disturbing the soil without destroying the land, was machinery which could not be said to be so attached to the land as to become part of it and belong to the owner of the land, but was to be deemed to be trade fixtures which passed to the executor as personalty (*Wake v. Hall*, 31 W. R. 585, 8 App. Cas. 195). Upon that principle he held that the executors were entitled to remove new blast furnaces erected by the late earl for the purposes of smelting the iron ore gained from the estates. To hold otherwise would be to produce the evil pointed out by Lord Hardwicke in *Lawton v. Lawton* (3 Atk. 14)—namely, to discourage tenants for life from erecting mining machinery. It had been said that the nature of blast furnaces, their mode of construction and annexation to the soil, was opposed to the view taken. He, however, was of opinion that they were so many large machines for smelting iron, and, as they were capable of being removed without any material destruction of the land, he held that as trade fixtures they passed to the executors. He took the same view with regard to calcining kilns, to fixed power engines, and the sheds which protected them. As to a railway connecting the collieries, and erected by the late earl, he was of opinion that the rails and sleepers were removable fixtures. As to the measure of value, it had been said by the executors that the present earl should be debited with the price of the fixtures as part of a going concern, and it had been said on behalf of the present earl that, as the executors had merely a right to remove and could be compelled to remove, they were only entitled to a breaking up price. However, he thought that the fair measure of value would be a mean between the two extremes.—COUNSEL, *Romer, Q.C., and Farwell; Remshaw, Q.C., and Willis Bunt; Sir Arthur Watson, Q.C., and Herbert Robertson*. SOLICITORS, *Bentley, Saltill, & Tryon*.

Re E. C. POWDER CO. (LIM.)—Chitty, J., 30th April.

COMPANY—REDUCTION OF CAPITAL—NOTICE TO CREDITORS—COMPANIES ACTS, 1867 AND 1877—GENERAL ORDERS, MARCH, 1868, R. 5.

In this case a petition was presented for the reduction of the capital of the company by writing off paid-up capital which had been lost. Nearly all the shares of the company had been issued and were fully paid up, and it was proposed to reduce the capital by reducing the nominal value of the shares from £5 to £3. It was stated that there were no creditors of the company, and the court was therefore asked for an order as in *Seton on Decrees*, 4th ed., p. 1462, stating that the advertisement of the petition had been dispensed with, and confirming the reduction.

CHITTY, J., said that the practice was not to uniformly dispense with advertisement of the petition. To do that would be to set aside the provisions of the Legislature. The court in each case must exercise its discretion. In the case before him he made the order as asked.—COUNSEL, *Romer, Q.C.; Michlem*. SOLICITORS, *Michlem, Hollingworth, & Montland*.

Re G. HARRIS (DECEASED), HARRIS v. HARRIS—Chitty, J., 3rd and 4th May.

PRACTICE RECEIVER—ADMINISTRATION—EX PARTE APPLICATION BEFORE ADMINISTRATION JUDGMENT.

In this case an *ex parte* application was made by the plaintiff in a creditor's administration action for a receiver, on the ground that the defendant, who had obtained letters of administration, was paying debts and preferring creditors when the estate was insolvent. The plaintiff claimed to be the principal creditor. The case of *Phillips v. Jones* (28 SOLICITORS' JOURNAL, 360) was referred to as being an authority to the effect that the court would not accede to such an application, in that respect overruling the dicta of Jessel, M.R., in *European Association v. Radcliffe* (26 W. R. 417, 7 Ch. D. 733).

CHITTY, J., said that the court could not accede to such an *ex parte* application unless a case of waste of assets was shown. The law allowed an administrator or executor to prefer one creditor to another, and *prima facie* the court had no equity to interfere except after administration judgment. He gave leave to serve short notice of motion.—COUNSEL, *D. L. Alexander*. SOLICITORS, *Spyer & Son*.

Re HENDRY, WATSON v. BLAKENEY—North, J., 28th April.

CHARITABLE GIFT—MORTMAIN—BUILDING OR REPAIRING OF CHURCH—GIFT FOR NEW CLOCK FOR A CHURCH—43 GEO. 3, c. 108.

The question in this case was whether a gift by will was excepted from the provisions of the Mortmain Act (9 Geo. 2, c. 36) by virtue of the Church Building Act (43 Geo. 3, c. 108), which enables testators to give goods and chattels not exceeding £500, and land not exceeding five acres, "for or towards the erecting, rebuilding, repairing, purchasing, or providing any

church where the liturgy and rites of the Church of England are used or observed." The testator gave his residuary real and personal estate to his executor and trustee, on trust for conversion, and out of the proceeds to pay testamentary and general expenses, debts, and legacies, and to "pay the residue of such moneys unto the vicar and churchwardens for the time being of the Priory and Christ Church of Bridlington, to be applied by them towards the choir fund or a new clock for the tower, according to the discretion of my said trustees." The chief clerk found that there were two churches at Bridlington—St. Mary's Priory Church and Christ Church—with separate vicars and churchwardens; that the former required a new clock in its tower, but that the latter did not; and that a reasonable sum to expend in providing such new clock was £300. The testator's residuary estate comprised pure personalty, impure personalty, and real estate—the pure personalty being of very small amount. The questions were whether the providing a new clock in a church tower was within the purposes of the Act of George III.; and whether, if so, the whole £300 could be paid out of the impure personalty.

NORTH, J., held that the gift was void so far as related to the choir fund, but that the providing of a new clock was within the Act of George III. It was certainly as much within the purposes of that Act as the providing of a belfry and bells, which had been held to be within the Act. His lordship also held that the whole £300 could be paid out of impure personalty.—COUNSEL, *C. T. Simpson; Warrington; Nalder*. SOLICITORS, *Crossman, Crossman, & Prichard; Collyer-Bristow & Co.*

Re THE TUNNEL MINING CO.—North, J., 29th April.

COMPANY—WINDING UP—CONTRIBUTORY—SHARES ISSUED AS FULLY PAID UP—REGISTRATION OF CONTRACT—COMPANIES ACT, 1867, s. 25.

The question in this case was whether certain shares in the company, which had been issued as fully paid up, were, in the winding up of the company, to be treated as shares on which nothing had been paid, on the ground that no contract for their issue as fully paid-up shares had been registered as required by section 25 of the Companies Act, 1867, "at or before the issue" of the shares. P. sold some mining property to the company in consideration of £500 cash and 1,000 41 paid-up shares. He attended a meeting of the directors on April 18, 1886, at which an agreement for the issue to him of 1,000 fully paid-up shares, numbered 9,001 to 10,000, was signed and sealed. The agreement was handed over to him, that he might file it with the Registrar of Joint-stock Companies, and a certificate of the shares was also handed to him. P. went to his solicitor, who advised him that the contract ought to have been filed before the shares were issued. It was then too late in the afternoon to get it filed, and he got it filed the next morning. His name having been put on the list of contributories as the holder of 1,000 unpaid shares, he moved to have his name removed.

NORTH, J., held that the shares must be treated as paid up. The word "at" in section 25 must have some meaning; it could not mean that the registrar was to be present and file the contract when the shares were issued, or that the parties were to go to the registrar's office and there issue the shares simultaneously with the filing of the contract. P. had gone to file the contract as soon as he could. In his lordship's opinion there was practically one continuous transaction involving both the issue of the shares and the filing of the contract. The contract was, in substance, filed "at" the time of the issue of the shares.—COUNSEL, *Grosvenor Woods; Bramwell Davis*. SOLICITORS, *Snell, Son, & Gurnip; E. Smith & Co.*

BREWSTER v. PRIOR—Stirling, J., 3rd May.

ATTACHMENT—DEFAULT—POSSESSION OR CONTROL—NOT SO APPEARING ON THE FACE OF THE ORDER—DEBTORS ACT, 1869, s. 4, SUB-SECTION 3.

In this case a question arose whether it is necessary, in order that an order for payment of money may be enforceable by attachment, that it should state on the face of it that the person ordered to pay is a trustee or person in a fiduciary capacity, and that the money which he is ordered to pay is a "sum in his possession or under his control," or whether those matters may be proved *alimdo*. By the judgment, dated the 28th of February, 1887, the defendant was ordered on or before the 13th of March, 1887, to pay £500 and interest to the plaintiffs Sidney Brewster and Richard Brewster, as trustees of a certain settlement. The order did not state that the defendant was a trustee or person acting in a fiduciary capacity, or that he had the money in his possession or under his control. The defendant made default in payment, and the plaintiffs now moved for leave to issue a writ of attachment against him.

MAY 3.—STIRLING, J., said that the cases of *Middleton v. Chichester* (19 W. R. 369, 6 Ch. 152) and *Ferguson v. Ferguson* (10 Ch. 661) shewed that in order to entitle the plaintiffs to a writ of attachment the defendant must be a trustee, and must have the money in question in his possession or under his control. It might be a good rule of practice that no judgment or order should be enforced by attachment unless that appeared upon the face of it. According to the present practice, however, the person who had obtained the order was at liberty to shew, otherwise than from the order, that it was grounded upon the fact that the trustee had the money in his possession or under his control. His lordship had consulted the judge before whom the action was tried, and had been informed by him that the judgment was based upon the conclusion of fact that the defendant had the £500 in his hands as a trustee appropriated for the particular purpose for which it was held. That concluded the matter, and the writ of attachment must issue, but in view of an arrangement suggested as possible between the plaintiffs and defendant, it would be kept back for a week.—COUNSEL, *Hastings, Q.C., and Underhill; W. D. Rawlins*. SOLICITORS, *Wainwright & Baillie; Maude*.

CASES AFFECTING SOLICITORS.

R. POSTLETHWAITE, POSTLETHWAITE & RICKMAN—North, J., 2nd May.

PRODUCTION OF DOCUMENTS—PRIVILEGE—PROFESSIONAL COMMUNICATIONS—TRUSTEE—SOLICITOR AND CLIENT.

A question arose in this case as to the production by trustees of certain documents for which they claimed privilege. A testator, who died in 1843, devised and bequeathed all his real and personal estate to three trustees, P., R., and T., upon trust for sale and conversion, and to hold the proceeds of sale upon the trusts therein declared; and he appointed the same three persons executors. P. was one of the beneficiaries under the will; T. was a solicitor. In January, 1854, the trustees entered into an agreement for the sale of a farm, which formed part of the testator's real estate, to W. for £1,620. W. was also to take the stock on the farm at a valuation. On the 24th of March, 1854, the three trustees executed a conveyance of the farm to W., who at the same time paid them £1,814, which was made up of the purchase-money, interest thereon, and the amount of the valuation of the stock. In June, 1854, W. conveyed the farm to R. for £1,981. In 1874 R. sold the farm at a large profit. This action was brought by the representatives of P. (who had died in 1871) against the executors of R. (who had died in 1886) and T. The statement of claim alleged that in the matter of the agreement for sale to him W. was a trustee for R., and was put forward by R. as the purchaser, for the purpose of concealing from P. and the other persons interested in the testator's estate that R. was the real purchaser, and in consequence of his having been advised that he, being a trustee of the will, could not purchase the property. It was further alleged that T. acted as solicitor for himself and his co-trustees and executors in the conversion and winding up of the testator's estate (according to the direction of the testator contained in the will), and that the terms of the pretended sale to W. were settled by R. and T., and that P. assented thereto and signed the agreement, in the faith and belief that W. was a *bona fide* purchaser of the property, and that R. and T. were acting independently in the interests of the persons interested in the testator's estate, and in ignorance of the fact that R. was the real purchaser of the property. The plaintiffs claimed a declaration that, in the matter of the contract of January, 1854, and the conveyance of the 24th of March, 1854, W. acted as and was trustee for R.; that the contract and conveyance were not binding on the persons beneficially interested under the will; that the executors of R. and his estate and the defendant T. were jointly and severally liable to account for and make good to the beneficiaries the profits realized by R. by the enjoyment and resale of the property purchased by him, and that the defendants might be ordered to account for and pay the same accordingly; that the executors of R. might admit assets of R. sufficient to satisfy what should be found due from his estate, or that his estate might be administered by the court. The executors of R., by their defence, denied the allegations of the plaintiffs, and said that W. was a perfectly *bona fide* independent purchaser of the property at the full value and for his own benefit alone, without any trust, agency, or understanding in favour of R., and that the terms of the sale were not settled by R. and T., except in the proper and ordinary way, as co-vendors of the property with P., and that R. and T. acted throughout independently in the interest of the persons interested in the estate. The executors made an affidavit of documents in their possession, by which they objected to produce certain letters and copies of letters and correspondence between T. and R. in 1853 and 1854, also two bills of costs—the one from August, 1842, to September, 1854, the other from April to June, 1854; each of which was described as paid by R. to T. for business transacted as solicitor for R. (and not for the trustees) between the dates mentioned. The executors objected to produce the letters on the ground that they were professional communications of a confidential character between R. and T., in which T. acted professionally for R., and as his private solicitor, and not as the solicitor of the trustees, and that such communications were charged against and paid for by R. personally out of his own moneys, and were made with the object of enabling T. to give R. (as a private individual and not as a trustee of the testator's will) legal advice and assistance; and that in such communications T. acted as such private solicitor of R., and in no other capacity. And the executors objected to produce the bills of costs on the ground that they were prepared by T. in his private capacity, acting professionally for R. as a private individual for and at the expense of R., and of no other person, and contained professional communications of a confidential character between R. and T. The plaintiffs took out a summons for the production of the letters and the bills of costs.

NORTH, J., held that the documents must be produced on three grounds. First, having regard to the case alleged by the statement of claim (which he assumed to be true, but only for the present purpose), he thought that no professional privilege could protect from production communications made in pursuance of a scheme such as was alleged. *Follett v. Jefferys* (1 Sim. N. S. 3) was very much in point. In that case Lord Cranworth, V.C., held that certain letters between the defendant and her solicitor were privileged from production on the ground that the transaction which was impeached by the bill as a fraud was not a fraud. But Lord Cranworth said that the ordinary rule "does not apply to all which passes between a solicitor and his client, but only to what passes between them in professional confidence, and no court can permit it to be said that the contriving of a fraud can form part of the professional occupation of an attorney or solicitor." And in *Bessell v. Jackson* (9 Hare, 387) Turner, V.C., said: "Where a solicitor is party to a fraud, no privilege attaches to the communications with him upon the subject, because the contriving of a fraud is no part of his duty as solicitor; and I think it can as little be said that it is part of the duty of a solicitor to advise his client as to the

means of evading the law." Those cases were both of high authority, and they had both been approved by the Court for Crown Cases Reserved in *Reg. v. Cox* (14 Q. B. D. 153, 33 W. R. 396). Secondly, both R. and T. were acting together in relation to the trust estate. In his lordship's opinion it was not open to trustees to act together in such a way—the one acting as the professional adviser of the other—as to close the mouth of either as to matters relevant to the trust. If they did so they must take the consequence of their communications not being treated as privileged. Suppose one of the *cestuis que trustent* had assigned his interest, and notice of the assignment had been given only to R., and that T. had been, when he was acting as R.'s solicitor, informed by him of the assignment; could he decline to answer whether he had received notice of the assignment on the ground that he was acting as R.'s solicitor? In his lordship's opinion he could not. The notice would be to him as trustee, and he would be bound to disclose it. If trustees were acting together, not fraudulently, but unfairly, to their *cestuis que trustent*, it would be a novel rule to say that they were entitled to retain in their own bosoms what had occurred, because one of them had been acting as solicitor for the other. Thirdly, in the present case, accepting the statements of the executors in their defence, R. and T. in what they did before the sale to W. were acting as co-vendors to him, and, if so, what ground was there for saying that there was any relation of solicitor and client between them which entitled their communications to any professional privilege? The executors' own statements put them out of court. His lordship had, moreover, with the assent of the parties, looked at the documents in question, and from his inspection of them he was clearly of opinion that they ought to be produced. The executors would be at liberty to seal up any parts which were irrelevant to the matters in issue, and a week would be allowed them to consider whether they would appeal.—COUNSEL, *Cookson, Q.C.*, and *A. A. Terrell, Cozens-Hardy, Q.C.*, and *Roveden*. SOLICITORS, *Thos. Edwards; Randall & Bucknill*.

GUY v. CHURCHILL—C. A. No. 2, 4th May.

SOLICITOR—LIEN FOR COSTS—PROPERTY "RECOVERED OR PRESERVED"—SOLICITORS ACT, 1860 (23 & 24 VICT. c. 127), s. 28.

In this case a novel point was raised as to a solicitor's lien for costs. At the trial of the action *Stirling, J.*, dismissed it, with costs to be paid by the plaintiff to the defendant. On appeal the decision was reversed, and the Court of Appeal ordered the defendant to pay to the plaintiff his costs of the appeal, and also to repay to the plaintiff the costs which he had paid to the defendant in pursuance of the order of *Stirling, J.* The costs to be thus repaid amounted to £298. The plaintiff had become bankrupt, and his solicitors applied to the Court of Appeal by original motion, asking that the defendant might be ordered to pay the taxed costs of the appeal to the applicants, instead of to the plaintiff, and that the applicants might be declared entitled to a lien on the £298 in respect of the difference between the plaintiffs' costs of the appeal as between party and party, and his costs as between solicitor and client. This difference was alleged to amount to £159. It was urged that the £298 had been "recovered" for the plaintiff through the exertions of his solicitors by means of the appeal, and that the solicitors were entitled to a lien upon it for the costs of the appeal, either at common law, or at any rate under section 28 of the Solicitors Act, 1860. The official receiver in the bankruptcy admitted that the solicitors were entitled to have the party and party costs of the appeal paid to them, but he disputed the right to the lien asked for.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) held that the solicitors were entitled to the lien, and ordered that the extra costs (to be taxed as between solicitor and client) should be paid to the solicitors out of the £298; that out of the residue of that sum the costs of the present application should be paid; and that the ultimate balance should be paid to the official receiver. COTTON, L.J., said that the point was a nice one, and a new one. But he was of opinion that the principle on which a solicitor was allowed a lien for his costs on property "recovered" by means of his exertions applied. As a result of the appeal the court had ordered the £298 to be repaid to the plaintiff. The principle was that the client should not get the fruits of his solicitor's exertions without paying him the proper remuneration for his services. The applicants were entitled to what they asked. LINDLEY, L.J., concurred. Those who got the money ought to pay the expense of getting it. BOWEN, L.J., was of the same opinion. He thought that this sum had resulted to the client as the fruit of the solicitors' labours.—COUNSEL, *L. E. Pyke; Muir Mackenzie; Buckley, Q.C.* SOLICITORS, *Irvine & Hodges; Alaridge; Hollams, Son, & Coward*.

Re ALFRED PARK, A SOLICITOR, Ex parte THE INCORPORATED LAW SOCIETY—C. A. No. 1, 4th May.

This was an appeal by Alfred Park, a solicitor of East Retford, from an order of the Divisional Court (Day and Wills, JJ.), striking him off the rolls. In the Divisional Court Park did not appear, and it appeared from the affidavits filed then that on April 5, 1886, a Mr. Walker instructed Park to recover a debt of £11 10s. on behalf of one Wilmot. About a fortnight afterwards Mr. Walker heard that Park had received £8 out of the £11 10s., and on May 6 he received a letter from Park enclosing a cheque (dated May 8) for £8 and asking Mr. Walker to hold it for a day or two. Mr. Walker did so, but when it was presented the cheque was dishonoured. Park, on being subsequently applied to for the money, and on being applied to for an explanation of his conduct by the Incorporated Law Society, took no notice of the letters, and on January 12, 1887, notice of the present motion was served on him. On February 22, 1887, Park paid the £8 under a warrant of commitment issued

by the county court, in which an action had been brought to recover the amount. Park now made an affidavit stating that he did not receive the £8 till April 30, that he was temporarily indebted to his bankers when he sent the cheque for £8 to Mr. Walker, and hence his request to have the cheque held over. He also said that Mr. Walker threatened that he would apply for a warrant for his apprehension, which greatly surprised and annoyed him as he had been Mr. Walker's friend for twelve years. He had never attempted to conceal that he had received the money, and he regretted that he had not answered the communications addressed to him. He also stated, as an excuse for not appearing in the Divisional Court, that on February 2, 1887, he called at the office of the Law Society, and was informed that the motion would not come on for about six weeks. He instructed a solicitor on March 14, but he was surprised to find that on that day the motion was heard.

LORD ESKIN, M.R., said that, if the court had thought that the judges of the Divisional Court had acted solely on the full and complete facts of the case, and after hearing comments on the evidence on behalf of the solicitor, it would be next to impossible to interfere with their decision. But the judges acted largely on the view that the solicitor, by not appearing, was utterly careless of his own character and utterly untouched by the gravity of what he had done. The case, therefore, stood upon a very different footing now from what it did then, and matters had been pointed out here which could not have been pointed out to the court below as the case then stood. If those judges were now in London this court would consult them or send the case to them for consideration. This being a question of punishment, if there were two possible constructions to be placed on the facts, the court would take the most merciful view. Therefore, when the solicitor received the money the court might adopt the view that he had no intention of appropriating it, but, perhaps, under a sudden temptation, he subsequently spent the money. He never denied that he had received it. He gave a cheque upon a bank at which he must have had an account, and there was no evidence that he gave a cheque which he knew would never be honoured. It was not as if he had given a cheque upon a bank at which he had no account. The solicitor showed a recklessness and carelessness and an impropriety of feeling in not answering the applications and in not appearing in the Divisional Court, and his conduct all through showed that he did not appreciate the duty of honour which the court and the profession required of a solicitor. But the sentence passed upon him was the highest possible in the case of the grossest fraud. It being now shown that there was no original fraud in the matter, and this young man having up to the present conducted his business with propriety, the court would not strike him out of the profession for ever, but would, under the circumstances now before the court, suspend his certificate for three years, to date from March 14 last, the solicitor to pay all the costs. FRY, L.J., said that no fault could be found with the sentence passed by the Divisional Court. But at the eleventh hour the solicitor came here with a lame explanation of his conduct. His lordship was not sure that he approached the matter from the same point of view as the Master of the Rolls, as he hardly thought that the doctrine of merciful consideration applicable in criminal cases ought to be applied in cases of this nature. But having regard to the fact that the circumstances were now different he would not disagree with the order proposed by the Master of the Rolls. LORNS, L.J., agreed with the reasons given by the Master of the Rolls.—COUNSEL, *H. D. Grooms, Q.C., and Hextall; F. W. Hollams.—Times.*

BROWN v. THE GREAT WESTERN RAILWAY CO.—Q. B. Div., 28th April.

Mr. Brown had made a claim upon the company for compensation for an injury to him, and the case had been tried on the Welsh Circuit and he had been nonsuited. He retained a learned counsel on the Oxford Circuit (Mr. David), who obtained a new trial. He then desired to have the same counsel retained for the second trial. His solicitor told him that as Mr. David belonged to a different circuit—the Oxford—he would require a special fee to go to the Welsh Circuit, and to this the client assented. Mr. David was accordingly retained for the trial and paid a special fee of fifty guineas, and he obtained a verdict for the plaintiff for £750. Then came the taxation of costs, and as between "party and party" the master, acting on the usual rule, disallowed Mr. David's fee, because he was a third counsel, and because, also, special fees are not allowed as between "party and party." Then came the taxation of costs as "between solicitor and client" and Brown now objected to pay the fee of fifty guineas, saying he was "surprised" at such a fee, while his solicitor said he had assented to the retainer, though—as Brown swore—he had not been told of the amount. The master disallowed the fee, saying "it was only oath against oath," and at the same time he refused to allow Brown to be cross-examined, and said the solicitor might, if he pleased, indict him for perjury if his statement was untrue. Counsel on behalf of the solicitor moved for an order to the master to review his taxation, observing that the disallowance of the fee, under the circumstances, was most extraordinary, and the reason given for it more extraordinary still—for as it was "only oath against oath" it was more necessary that the client should be cross-examined.

LORD COLERIDGE, C.J., said the decision of the master could not be supported in not allowing Brown to be cross-examined. He must be cross-examined and witnesses heard on either side. Fifty guineas was a sum worth fighting about, and the evidence on both sides must be fully heard. A. L. SMITH, J., concurred.—COUNSEL, *Stroud; H. T. Atkinson.—Times.*

WHITEHEAD v. HALL—Manchester Assizes, Day, J., 29th April.

BREACH OF PROMISE OF MARRIAGE—PLEA OF INFANCY—COXHEAD v. MULLIS (3 Q. P. D. 439) DOUBTED.

E. W. brought an action against J. H. for alleged breach of promise

of marriage. The defendant denied that he had ever promised, and in the alternative alleged that if he did so promise he was an infant at the time. The plaintiff proved courtship by the defendant, and in October, 1883, defendant being still underage, an offer of marriage from him, and an engagement between them. The defendant came of age on November 27, 1885. The understanding came to in October, 1883, was continued; affectionate letters passed between them; and from time to time the defendant made the plaintiff small presents in money. The parties visited each other, spent holiday trips together, and generally conducted themselves as an engaged couple, although nothing definite was ever said about marriage. Finally, in December, 1886, the defendant broke off the engagement. The plaintiff's married sister swore that the defendant, after coming of age, asked her children in her presence to call him Uncle Joe. Counsel for the defendant submitted that there was no case to go to the jury, and in support of his contention quoted section 2 of the Infants Relief Act, 1874, and *Coxhead v. Mullis* (3 Q. P. D. 439). He also argued that there was no material evidence supporting the plaintiff's allegation sufficient to meet the requirements of 32 & 33 Vict. c. 68, s. 2, the evidence of the plaintiff's sister being at best only evidence of corroboration of ratification.

DAY, J., said there was a case for the jury to determine. Although he was bound by the case of *Coxhead v. Mullis*, he was inclined to think that that case was wrongly decided. He was of opinion that the Infants Relief Act, 1874, did not apply to promises of marriage at all, and even if the Act did apply, he considered the conduct of the defendant subsequent to his attaining majority was sufficient evidence of a fresh promise. He entirely approved of the reasoning contained in the judgments of Lindley and Denman, JJ., in *Ditcham v. Worrall* (5 Q. P. D. 410), and would not hesitate to tell the jury that they were entitled to infer a fresh promise from the defendant's conduct since he came of age, and that there was also sufficient material corroborative evidence to satisfy the statute. The jury returned a verdict for the plaintiff. An application by Mr. Mackenzie for a stay of execution pending an appeal was refused.—COUNSEL, *Addison, Q.C., and C. P. McKend; Ambrose, Q.C., and W. Macdonald. SOLICITORS, Flus & Leadbitter, for Watson, Oldham; Neish & Howell, for Nuttall & Sons, Manchester.*

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

A general meeting of the society was held at the Society's Hall, Chancery-lane, on Friday, the 29th of April, the chair being taken by Mr. HENRY WATSON PARKER, the president.

MR. FORD AND THE COUNCIL.

THE PRESIDENT said: Before we proceed to the business of the meeting it will be convenient to the meeting to know that Mr. Charles Ford has requested that his motions may stand over till July, the reason being that he has brought an action against the society and the president and vice-president and other members, the statement of claim being as follows:—"The plaintiff's claim is for a declaration that the permission granted, or proposed to be granted, by the defendant society to a certain club called the Law Society Club, or to the committee thereof, to elect as a member or otherwise of the said club any person not being a member of the defendant society, and a resolution granting such permission passed at a meeting of the defendant society held on the 28th of January, 1887, to be confirmed at a meeting of the defendant society convened for the 29th of April, 1887, are *ultra vires*, and an improper disposition of a part of the defendant society's property, and for an injunction." Mr. Ford wishes it to be explained that he is moving for an injunction to restrain the resolution which we are now called upon to confirm, and that under these circumstances he, being in court to-day, wishes his notices to be withdrawn. Therefore these notices which are put in Mr. Ford's name are withdrawn.

The notices which were withdrawn were as follows:—"Mr. CHARLES FORD will move: (1) This meeting, whilst recognizing the good intentions of the council in the small grants recently made to Liverpool and Newcastle-on-Tyne for educational purposes, is of opinion that these and similar grants should be larger in amount, and should be made without the conditions hitherto imposed by the council; (2) that the interests of solicitors and the public require that many public legal appointments, from which solicitors are at present excluded, should be thrown open to them; (3) that the present practice of striking the names of solicitors off the rolls involves the society in much unnecessary expense, and is detrimental to the reputation of the profession; and the council are instructed to seek legislative sanction for leaving it optional to the society to make such applications by summons in judges' chambers, with right of appeal; (4) that the interests of the society require that at least one of the appointed annual general meetings should be held in the evening."

THE LAW SOCIETY CLUB.

MR. HERBERT LOWE called attention to an error in the printed report of the proceedings at the last meeting which had been issued by the society. He said that Mr. Day's motion with respect to the club, and which was to be confirmed at the meeting to-day, was not printed in the form in which it was passed. The election of an honorary member was to be subject to the approbation of a general meeting of the members voting at a general meeting "of the club." The words "of the club" had been omitted.

MR. E. KIMBER asserted that the motion was not correctly entered on the minutes.

After some discussion

Mr. LOWE moved that the minutes be amended by inserting the words "of the club."

The PRESIDENT: There are certain rules of the club which cannot be varied except by resolution passed at a general meeting of this society and afterwards confirmed. As I understand, the notice of motion is to confirm the resolution altering one of these club rules which was passed at the last meeting confirming the alteration which the club proposes to make in their rules.

Mr. LOWE contended that the minutes were not properly entered.

The PRESIDENT said that he should have allowed the motion to proceed, but Mr. Day, in whose name it stood, was not present.

Mr. PHILLIMORE asserted that at the last meeting Mr. Gregory had moved the insertion of the words "of the club," which had been duly seconded, and it was carried.

Mr. PENNINGTON said there was nothing in the technical point. The circular said that the rule was to be added to the rules of the club, and, of course, a general meeting of the club would be understood.

Mr. PHILLIMORE said that in the SOLICITORS' JOURNAL of the 5th of February the words "of the club" appeared in the resolution, and he contended that it was correctly reported.

Mr. PENNINGTON asked that the motion might be allowed to stand over until Mr. C. O. Humphreys, who had promised to move it in the absence of Mr. Day, was present.

This was agreed to, and at a subsequent period of the meeting

Mr. HUMPHREYS said he had been requested by Mr. Day, in accordance with the notice given by him, to move the confirmation (in pursuance of the Club Rules No. 41) of the following regulation passed at the special general meeting of the society held on the 28th of January, 1887:—"That the following be added to the existing rules of the Law Society Club: The committee, notwithstanding anything to the contrary in these rules, shall have power, subject to the approbation of a majority of the members voting at a general meeting specially called for the purpose, to elect as honorary member any person not being a member of the Incorporated Law Society, but that the number of such honorary members shall not at any time exceed twenty, and that such election shall be for a period not exceeding two years, with power of re-election," and he would move accordingly. He did not think it necessary to make any remarks upon the subject beyond this, that a similar resolution had been carried at a general meeting last year, but that, in consequence of its not having been brought up for confirmation through some error, it not being understood that it was necessary to be brought on for confirmation, the resolution had lapsed.

Mr. F. K. MUNTON seconded the motion.

Mr. KIMBER rose to order. He referred to the report which had appeared in the SOLICITORS' JOURNAL, and in that the words "of the club" appeared in the resolution. The resolution, as it now stood on the agenda paper, was not in that form, as he asserted it should be. It was of importance that the minutes should be correctly entered. The members of the society numbered upwards of 4,000, and they only had notice of what was to take place from the circular. They might very reasonably imagine that the words "of the club" should come in after the words "general meeting," because it was a notice of motion sent out by the society.

The PRESIDENT said that the minutes of the last meeting confirmed the resolution as it appeared upon the paper.

Mr. KIMBER: Then I do not hesitate to say that the minute is wrong.

The PRESIDENT: I have already decided that I should put the motion.

Mr. MACARTHUR said he had handed in a protest at the last meeting against the resolution, on the ground that it was contrary to the rules of the society. In July, 1884, the society had added to their rules certain rules under which they permitted the club to be held in the premises of the society. One of those rules was that the club should be confined to members of the society, and that any member of the club who should, from any cause, cease to be a member of the society, should *ipso facto* cease to be a member of the club. So much importance was placed upon the matter by the members of the society who had made that bye-law upon that particular rule, that in another rule it was ordered that no addition or modification of any rule or regulation should become binding unless and until approved by the council, and that no alteration should be made in the regulations except in pursuance of a resolution passed by a general meeting of the society and confirmed at a subsequent general meeting held at an interval of not more than six calendar months. This rule had been made by the society as one of its bye-laws, that the club should be confined to members of the society, and as sought to be altered by the present resolution, it proposed to permit those who were not members of the society to become members of the club. It therefore proposed a direct alteration of a bye-law. If they referred to the bye-laws they would find that no such direct alteration could be made except upon twenty-one days' notice. No such notice had been given. He had protested against it at the last meeting for that reason, and had handed a written protest to the president. This resolution ought not to have been proposed at the last meeting, because the proper notice of an alteration of a bye-law had not been given, and it was therefore equally improper to bring it forward at this meeting for confirmation.

The PRESIDENT, before putting the motion, directed the attention of Mr. Kimber to the bye-laws of the society, under which it was not required to confirm the minutes at the next general meeting. The practice was to read the minutes at the following general meeting, and to read and confirm them at the next annual meeting. He then put the motion, which was adopted by thirty-four votes to seventeen.

EXECUTION OF WRITS.

Mr. R. S. FRASER (London) said he had given notice to call attention to the paper read by Mr. F. K. Munton at the provincial meeting of the society held at Hull in October, 1882, dealing with the unsatisfactory manner in which the work of sheriffs' officers is performed, and to the resolutions passed thereon at such meeting, and that he would move:—

"(1) That in the opinion of this society the supervision exercised by under-sheriffs over the officers appointed by them is inadequate for the protection of the interests of either creditor or debtor, and admits of grave abuses; (2) that the duties of sheriffs' officers should be entrusted to men only of proved integrity, and that no person should hold the appointment who has not been previously approved by the High Court; (3) that, to secure efficiency in the carrying out of the duties imposed on sheriffs' officers, such officers should be subject to the superintendence of a resident inspector in each town or district; (4) that the remuneration of inspectors and sheriffs' officers should be by salary only; (5) that all auctioneers engaged in sheriffs' sales should be appointed by the inspector of the district; (6) that all writs of execution should be available throughout England, and be acted on without supplementary warrant; (7) that writs of execution should be marked with the day and hour of issuing, and take priority accordingly; (8) that the fees and charges on executions should be altogether revised, and should be fixed by a scale to be approved by the Lord Chancellor, and a note thereof should be handed to the execution debtor on the occasion of every levy; (9) that the sheriffs' fees and charges in each case should be taxed by the inspector, subject to appeal; (10) that the levying of executions, now entrusted to the high bailiff of county courts, should be transferred to the office of the inspector of the town or district in each case; (11) that gentlemen now filling the office of under-sheriff should have the right of electing to serve the office of inspector in any one town or district forming part of the county for which they now act as under-sheriff, and that due compensation should be made to them for being compulsorily deprived of the emoluments now arising from their office for the rest of the county; (12) that a copy of these resolutions should be forwarded to the Lord Chancellor, the Attorney-General, and the Rule Committee of her Majesty's Judges." In moving the resolutions he referred at considerable length to Mr. Munton's paper, which had resulted in the Hull meeting adopting the following suggestions contained therein, that they might be taken into consideration by the council, with a view to their suggesting legislative action:—(1) That the execution of final civil process should be removed from the office of sheriff; (2) that an execution department should be established in the Supreme Court, controlled by an official easily accessible; (3) that all writs of execution should be available throughout England, and be acted on without supplementary warrant; (4) that bailiffs should be appointed by the court, under proper regulations and supervision, and be answerable direct on application to the execution department by any person alleging himself to be aggrieved; (5) that writs of execution should be marked with the day and hour of issuing, and take priority accordingly, the writ being despatched by the execution department straight to the bailiff in rotation; (6) that, unless otherwise directed in writing by the creditor's solicitor, all proceeds of execution should be at once paid into court; (7) that the costs and fees on executions should be altogether revised; (8) that all business in relation to executions and interpleader should be transferred to the execution department, with provisions for the speedy intervention of the judge." Mr. Munton's paper had disclosed the fact that a very objectionable state of affairs existed. The council, in accordance with the recommendations of the meeting, took the matter into consideration, but they came to the conclusion that the time had not yet arrived for dealing with the subject in the way in which alone it could be satisfactorily dealt with—that was to say, by the interference of the Legislature. The question had already attracted a good deal of attention outside of this body; and it was a question which had been taken up in Parliament and which was being pressed through. He was very glad to be able to say that the Government had introduced a Bill into the House of Lords dealing with this important subject. In bringing forward his resolutions he did not wish in any way to reflect on the present body of under-sheriffs—gentlemen for whom he felt sure everyone in that hall must feel the highest possible respect. Therefore the resolutions he proposed to move had not any reference to them in any hostile spirit. But the object he had in view in bringing the matter to the notice of the meeting, was to ask them to carefully consider the question on its merits, in order that those who had promised to take it up in the House of Commons might be fortified with the benefit of their views. He wished it to be most distinctly understood that the matter would not rest here. Mr. Munton had stated the facts very concisely in his paper. He had traced the history of the subject down to the present day, and had shown that the altered circumstances—such as the growth of population, and so on—called for some alteration in the method of procedure. Referring to the class of men appointed as sheriffs' officers, Mr. Munton had said that bailiffs were a class of men varying from a decently respectable auctioneer down to an impetuous person who would stand at nothing to serve his own purpose. They were a class which had gradually adopted duties which could alone be satisfactorily carried out by the under-sheriffs themselves. Blackstone had defined bound bailiffs to be "mean persons appointed by sheriffs, on account only of their adroitness and dexterity in hunting and seizing their prey"—rather a harsh definition, but it was complimentary in a sense some of them would not indorse, for nowadays few sheriffs' officers were either adroit or dexterous; in fact, as a body, they were mere machines. It was understood that one of the usual conditions in a bailiff's security bond was that he should notify "day by day," what he had done under each warrant, whether successful or not, and that he would never make excessive or improper charges. It would be interesting to know whether any

sheriff's officer in the kingdom returned "day by day" what his movements were. He would be glad to know of any instance of an under-sheriff voluntarily enforcing a bailiff's bond as regards excessive charges (unless proceedings had arisen), the under-sheriff invariably leaving the unfortunate debtor to the mercy of chance. Mr. Munton had given a case in which he had recovered damages for a client from a sheriff for having been kept out of money, and put to expenses by being compelled to compromise with his creditors by reason of his not being able to extract from the sheriff money which he had collected on behalf of the execution creditor. He (Mr. Fraser) would urge that the country practitioners had much greater experience in these matters than London solicitors, and the fact that the resolutions had been adopted unanimously at the Hull meeting was a strong argument in their favour. The Bill before Parliament very properly relieved the sheriffs of a good many of their privileges, which were to a large extent of a purely ornamental character, and further regulated the sheriffs' charges, but he would feel greater satisfaction if he knew that an abstract scale of charges had been fixed, which scale should be submitted to the society for approval. The class from which the present fees were levied was the most unsuitable from whom they could be required. When a man had an execution in his house he was not in a position to support the system. Owing to the large increase of population, it had become simply impossible for the under-sheriff situated in the chief town of a county to exercise proper supervision over the work. He would not complain if he thought under-sheriffs got the benefit, but he asserted that the under-sheriffs' officers derived very large incomes from the performance of what were mere mechanical duties, and that if a poll were taken of the solicitors throughout the country nine out of ten would condemn the present system. The remedy he proposed was to confine the under-sheriffs to their work. Let them really do under-sheriffs' work. Owing to the great mass of work which had been thrown upon the under-sheriffs they had been unable to give the matter proper attention, and they had, therefore, allowed the class of sheriffs' officers to come into existence. A solicitor should be appointed in every important town or district as under-sheriff or inspector, and he should employ a man at a salary which should correspond with the work he was called upon to do, as in the case of chief clerks of county courts. The present system was most improvident and unsatisfactory, and he believed it to be very detrimental to the profession to have to pay blackmail to a class of men employed by the profession, and who, but for the apathy of the profession, would not be able to stand another day. Solicitors suffered severely every year by reason of the non-execution of processes which they lodged with the sheriffs. If the inspectors were directly accessible the debtor could go directly to him. Whenever an execution was levied there should be a statement handed to the execution debtor, and, attached to it, there should be a list of the authorized fees which the sheriffs were entitled to charge, and a memorandum should be attached to the levy, stating that these charges would be taxed by the inspector at a certain date, and that if the debtor gave notice to the inspector he would have an opportunity of attending the taxation. He also urged the desirability of paying by salary instead of by fees, and that every execution should pay its own expenses. He referred in strong terms of condemnation to some of the sales which took place in London, than which nothing could be more objectionable. He thought the under-sheriffs were the best persons to appoint bailiffs, but they should live in the town where they had to act. He concluded by moving the resolutions standing in his name.

Mr. E. KIMBER (London) seconded the resolutions, remarking, with regard to No. 3, that he did not know whether the society were aware of the circumstances under which the surveyors of taxes and collectors of taxes were appointed, and of the Act of Parliament under which their duties were regulated; but it had struck him very forcibly, when he heard Mr. Fraser's speech, that the fines, penalties, and obligations imposed by Act of Parliament upon the collectors of taxes might very well be imposed upon gentlemen in the position of under-sheriffs and sheriffs' officers. They had a very economical and just mode of collection, and as much power and force as possible put upon them for the purpose of compelling them to do their duty honestly. In consequence of the office of under-sheriff having grown old, the duties of the sheriffs' officers had been allowed to slip out of view; and in consequence of the different regulations of the police courts, county courts, &c., they had slipped out of the purview of the public and the profession, and he thought their duties should be brought back to the view of the public, in order that they might be kept perfectly straight. The Act of Parliament for collectors of taxes was modern, the law regulating the conduct of under-sheriffs and sheriffs' officers was old. The under-sheriffs and their officers were under very grievous obligations if they transgressed their duties, but he challenged any man to find a single case within the last twenty years where the judge had imposed upon these officers the penalties imposed by law. They had, in the great majority of cases, refused to do so. What was the remedy for an excessive distress? An action for damages. Who could bring an action for damages when he was in the position of a person whose goods had been taken under an execution? In ninety-nine cases out of a hundred he was without a remedy. Referring to resolution No. 6, he said it was perfectly outrageous that it should be necessary to issue fresh writs for each county. He quite agreed with resolution No. 10, as he did not think there ought to be three or four different systems of levying executions. At present there were four or five—for instance, that for Queen's taxes, that for poor's rates, from police courts, &c. It ought to be reduced to a uniform system.

Mr. N. HANHART (London) moved an amendment, to the effect that the suggestions made by the mover of the resolutions and the whole question as to levying executions should be referred to a committee of twelve, consisting of an equal number of members of the council and an equal number of members of the society, with instructions to consider and report to the

council thereon. He said that most of those present would agree that the method of levying executions at present in vogue was not satisfactory. But this was not the most suitable time for dealing with the question. They could not be expected to deal with a number of recommendations such as those proposed, however important they might be.

Mr. E. K. BLYTH (London) seconded the amendment, observing that it was not possible for the meeting to go through a mass of detail with an advantageous result. The mover of the resolutions had made out a case for reference to a committee for inquiry. The main points he had made were, first, that writs of execution ought not to be required to be issued in separate counties all over the kingdom, for it was perfectly absurd that if a writ came to one county and the goods were removed just over the border, one should have to go back to London and get another writ for the next county. The indirect methods by which a writ was issued to the high sheriff, who acted by the under-sheriff, who acted by the acting under-sheriff, who acted by the bailiff, was an absurdity which ought to be removed, and the person who had the final execution of the decrees of the court was the person who ought to be directly responsible to the court. A fair case had been made out for a committee to get rid of such absurdities as these which led to such curious actions as those they occasionally heard of in which the bailiff, at one end of a county, had played some tricks with a debtor, and an action was, in consequence, brought against a respectable baronet living at the other end of the county, who knew nothing of what had taken place. This matter ought to be put on a fair basis, and such things, like their respected friends John Doe and Richard Roe, should be confined to the limbo of the past. With regard to the constitution of the committee, he thought it desirable that one or two members of the council, such as Mr. Roscoe and Mr. Addison, should be placed upon it. The question should be thoroughly discussed, the law investigated, and such amendments as were necessary would probably be recommended. There was a special reason why this should be done now, because of the pending Bill in the House of Lords, which would give a favourable opportunity when it reached the other House for introducing reforms without delaying the matter to another session.

Mr. W. P. W. PHILLIMORE (London) spoke in favour of the amendment. He thought that a little deliberation should be given to the matter which might result in some beneficial alterations. This was especially the case with reference to the suggestion that the sheriff's officer should be permanent and paid by a fixed salary; an alteration which, in his (Mr. Phillimore's) opinion, would open the door to abuse—he meant the possibility of bribery on the part of the debtor. He would just throw out the suggestion that it might be better that it should be left to the solicitors and persons issuing out writs to nominate a person who should levy, and who should be responsible to the High Court and be liable to have his costs taxed as in the case of a permanent officer.

Mr. FRASER said he would accept the amendment.

Mr. LONGMORE (Hertford), on behalf of a considerable number of under-sheriffs who were present, said they had no desire to baulk inquiry, but they thought that they should be represented on the committee. He would suggest that three members of the committee should be nominated on the part of the under-sheriffs. He thought it would be most unwise to take such a leap in the dark as the resolutions proposed.

Mr. MUNTON cordially agreed with Mr. Hanhart's proposition, and there was no reason why the under-sheriffs should not be represented as suggested by Mr. Longmore. But he thought the three members nominated by the under-sheriffs should be added to the twelve already suggested. This would give fifteen as forming the committee, so that there would always be a majority on one side or the other.

Mr. C. GIFF (under-sheriff of Essex) said the under-sheriffs were very anxious to be represented on the committee. Their interests ought to be consulted equally with those of the other members of the society. From his own practical knowledge, which extended over many years, he could say, without fear of contradiction, that if there were grievances on the part of execution creditors, there were equally grievances on the part of under-sheriffs, and the under-sheriffs were anxious that the matter should be done into in the interests of all parties.

Mr. HANHART said he was prepared to accept Mr. Longmore's suggestion.

Mr. B. J. L. FRERE (London) suggested the number of members of the council should be five so as to make the committee consist of an odd number.

Mr. FRASER expressed himself in favour of a large committee rather than a small one. He did not think the under-sheriffs had any *loose stands* in the matter.

Mr. B. G. LAKE (London) said that for Mr. Fraser to object to the under-sheriffs being on the committee was the most unreasonable proposition he had ever heard. A large committee was always a failure, and a small committee would work much better.

Mr. MAYNARD (London) objected to Mr. Fraser having the power to nominate three out of the twelve members of the committee. He (Mr. Maynard) would prefer an equal number of members of the council and an equal number of the members of the general body. To allow Mr. Fraser to nominate three members was placing an unjust power in his hands.

The PRESIDENT put the amendment in the following form:—"That the questions raised by Mr. Fraser's motion and the whole question of the mode of levying executions be referred to a committee of twelve members, consisting of six members of the council and six members of the society, with instructions to report to the council."

The amendment was carried, forty-two votes being given in its favour and nineteen against it, and on being put as a substantive motion.

Mr. LONGMORE moved a further amendment as follows:—"That the committee consist of five members of the council, three members of the society, to be nominated by the under-sheriffs, and three to be nominated by Mr.

Fraser." It would not be fair for Mr. Fraser and others to sit as judges and the under-sheriffs to appear only as witnesses. He (Mr. Leangmore) was sure the under-sheriffs were not those obstructionists and performers of everything that was wrong which seemed to be the opinion in some quarters, but they would be prepared to give that assistance which they hoped would lead to some improvement.

Mr. FARRIS seconded, reminding the meeting that this inquiry and report would not be anything final, the object being to place upon the committee persons who were capable of giving the society the best information. Surely that would be best arrived at by adopting the amendment. Eleven seemed to him to be a more handy and useful complement than twelve, there being, of course, the possibility of having a majority.

Mr. BLYTH said he had no complaint to make with reference to the under-sheriffs, but he simply wished that the question might be investigated with the object of effecting an improvement in the law. He asked them not to add to the committee a sufficient representation of the vested interests to imperil the value of its report. The committee should be, as far as possible, quite impartial, and if the sheriffs wished to have one or two nominees upon it they should have them, and should be at liberty to call evidence to put their case before the committee.

Mr. KIMBURN supported the amendment. It was only fair and just that the under-sheriffs should be represented.

The PRESIDENT put the amendment as follows:—"That the committee consist of five members of the council, to be nominated by the president of the society, three members of the society, to be nominated by the under-sheriffs, and three to be nominated by Mr. Fraser."

The amendment was carried; sixty-four voting in its favour, and nine against. It was then adopted as a substantive motion.

Mr. FRASER then nominated Mr. Blyth, Mr. Munton, and himself to serve on the committee.

Mr. LONGMORE nominated Mr. O. Gepp (Chelmsford), Mr. F. Scudamore (Maidstone), and himself to represent the under-sheriffs.

CHANCERY DIVISION.

The following notice of motion by Mr. MUNTON was postponed until the next meeting:—"That, in the opinion of this meeting, the appointment of a sixth judge in the Chancery Division is not only imperatively needed, but that the hearing of all chancery causes (with special exceptions) should cease to be associated with any particular judge, and be taken in their order (as set down) by two or more courts constantly sitting for trials only."

PROVINCIAL MEETINGS.

The following notice of motion by Mr. MELVILLE GREEN was also postponed until the next meeting:—"That a committee be appointed to consider and report on the arrangements of the October meetings, and particularly as to choice of subjects; selection of readers and speakers, limiting length of speeches, and giving right of reply; time of distributing prints of the papers; previous publication of the programme of the meeting; admission to the debates of solicitors not yet members; and all other points likely to increase the interest and beneficial influence of these meetings."

The proceedings then terminated.

LAW ASSOCIATION.

At a meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 5th inst.—the following being present—viz., Mr. Boodle (chairman), and Messrs. Collison, Desborough, jun., Hine-Haycock, Sawtell, Sidney Smith, and Arthur Carpenter (secretary)—the ordinary general business was transacted.

THE SHROPSHIRE LAW SOCIETY.

THE LAND TRANSFER BILL.

A special meeting of this society was held at the society's room, Shrewsbury, on the 29th ult. There were present Mr. T. M. How (president), in the chair; Messrs. E. Hodges (Fisher & Hodges, Newport, vice-president), E. B. Potts (Brosely), R. Marston (Ludlow), J. Bidlake (Wellington), G. G. Warren (Market Drayton), W. C. Tytrel (Anderson & Co., Ludlow), H. J. Osborne (Shifnal), E. C. Peale, J. H. Sprott, H. C. Clarke, R. de G. Benson, R. T. Hughes, W. M. How, C. Payne (Shrewsbury), W. H. Bott (Oswestry), H. P. Cox (Warr), and T. H. Hignett (hon. sec.).

Letters of apology for non-attendance were received from Messrs. H. Lee (north), and E. Williams (Longueville & Co., Oswestry).

Messrs. P. H. Minshall and M. B. Lawford (Oswestry), Cecil Potts (Shrewsbury), and R. Newell (Wellington), were elected members.

A donation of £10 10s. was voted to the Solicitors' Benevolent Association as a Jubilee offering.

The hon. secretary reported the purchase by the Library Sub-Committee of the late Mr. Charles Chandler's series of law reports.

The subject of the Land Transfer Bill, now before the House of Lords, was introduced by the president, and considered and discussed at great length. In the absence of information as to the rules to be made for carrying the scheme into effect, the society did not feel in a position to offer any very definite opinion as to the probability of its successful working. While conveying simpler and cheaper, they felt that there were serious objections to making registration of titles compulsory, inasmuch as it would be very costly, without any corresponding advantage to the existing land owners, who had shown no disposition to avail themselves of the present

facilities for registration of title under the existing Acts, and would bring into publicity defects and flaws of title which would otherwise never appear. Moreover, the disclosure of all transactions and incumbrances would operate injuriously, and would certainly be distasteful and unpopular with the present proprietors.

It was considered that the work of getting all titles upon the Register in the first instance would be a gigantic undertaking requiring an army of skilled officials, and, even assuming the initial difficulty to have been surmounted, there would occur periodically, as at quarter days, times of great pressure involving probably much delay and inconvenience. This would lead to additional expense and end in general dissatisfaction. To transfer the multitudinous transactions daily taking place in land from the existing conveyancing practitioners to an official board would be a serious undertaking, and the experience of the way in which business is transacted by such boards does not in the least lead to the belief that the work will be effected either better, more cheaply, or more expeditiously than at present. On the contrary, the red-tapeism of a public office—and the official fees necessarily payable—would probably increase the cost, as well as cause great delay, especially in the numerous small and intricate transactions daily requiring the attention of the conveyancer.

It was also considered that the president of the Incorporated Law Society should be associated with the Lord Chancellor in forming the Land Transfer Board, which should consist, not of mere Government officials, but of persons having a practical knowledge of conveyancing, and that one of the conveying counsel of the Court of Chancery, the president of the Incorporated Law Society, and the president of one of the large provincial law societies should also be associated with the Lord Chancellor in framing the rules under the Act.

It was also considered that to vest real estate on the death of the owner in his personal representatives was an unnecessary interference with the right of a testator to appoint his own trustee; that the abolition of estates tail was practically of little importance; and that while in principle there was no objection to dividing an intestate's real estate amongst his next of kin as if it were personalty, the society saw no adequate reason for the projected change. Indeed, the sub-division of small portions of real estate among a large number of persons would, in many instances, render it of little value to anyone, and necessarily increase largely the cost of dealing with it. In this respect the change would press with some hardship upon small proprietors, to which class persons dying without a will generally belong.

Resolutions in accordance with these views were passed unanimously, and ordered to be transmitted to the Incorporated Law Society.

The meeting concluded with a vote of thanks to the chairman.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The undermentioned gentlemen were on Wednesday called to the bar:—

INNER TEMPLE.—John Arthur Williams, M.A. Cambridge; Frederic Edward Weatherly, M.A. Oxford; Hesperus Benedictus Sauer, LL.B. London; Henry Erle Richards, B.A. Oxford; Harry Redmond Thomson, B.A. Oxford (holder of a scholarship in equity, awarded February, 1887); Edmund Lyon Keates, B.A. Oxford; George Benson Clough, London; Felix Reginald Dias, B.A., LL.B., Cambridge; Andrew Brockett Wilson, B.A. Oxford; Joseph Gerald Peace, B.A. London; William Paul Stud-Needham Wilson, B.A. Oxford; Charles Lushington Hickley, B.A. Oxford; Thomas Bancroft Oughton, LL.B. London; Khushwakt Rai, Francis John Brownlow Bethune, B.A. Cambridge; John Hugh Armstrong Elliot, B.A. Oxford; Henry Goodwin Rooth, B.A. Cambridge; Edwin Anshibald Ley; James Aiken Pixley, LL.B. Cambridge; William John Lewin (holder of a scholarship in real property law, awarded July, 1884); Thomas Miller Maguire, M.A., LL.D., Queen's University, Ireland, and Robert Allen M'Nab.

MIDDLE TEMPLE.—Shripad Babaji Thakur, B.A. University of Bombay; Ralph Milley Benson, M.A. LL.B., Dublin University; John James M'Lean, M.A. Edinburgh University; Albert Charles Hayes, University of London (30 guineas' Middle Temple Equity Scholar); John Bruce Williamson, B.A., Balliol College, Oxford; Richard John Hodgson, M.A., Exeter College, Oxford; Gray Lushington; John Henry Keeling, New Inn Hall, Oxford University; Clarence Adolphus Hamlyn, St. Mary Hall, Leresche; James Walker Clydesdale, Glasgow University; James John Parfitt, B.A., University of London; Herbert Granville Grant; Mathew Adkins Randall, B.A., London University.

LINCOLN'S INN.—Richard Horatio Couch Kent; Edward Herbert Widdell, B.A., Oxford; Henry John Newbolt, B.A., Oxford; Edward Grainger Waddilove, Oriel College, Oxford; Bertie Henry Temple Frere, Trinity College, Cambridge; Francis Edward Prescott Decis, New College, Oxford; Arthur Theodore Thring, New College, Oxford; Alexander Graham (Lincoln's Inn Scholarship in Equity, 1885, and Real and Personal Property Law, 1886), B.A., Cambridge; Hayward Redcliffe Darlington, B.A., Cambridge; Charles Edmund Pearson; Arthur Augustus Salton-Willett, Oriel College, Oxford; John Sarbah, University of London; and Dwarka Nath Banerji, Lower Bengal, India.

GRAY'S INN.—Edward Darby Vesey, B.A., Cambridge; Emmanuel Elliott Scipio Pollard, of Trinidad, British West Indies (3rd Jurisprudence, Roman Law, Private International Law, Constitutional Law, and

Legal History Prize, 1884 and 1885; John Henry Anderson, successful candidate at Indian and Home Civil (Class I.) Examinations; and William Naylor Vallance.

LEGAL NEWS.

OBITUARY.

Mr. WALTER THOMPSON, solicitor, of Oxford, died on the 1st ult. Mr. Thompson was the son of Mr. William Thompson, of Oxford, and was born in 1841. He was educated at King's College School. He served his articles with Mr. Thomas Mallam, of Oxford, and he was admitted a solicitor in 1868. In 1870 he was appointed clerk to the Oxford Board of Guardians and Assessment Committee, and about five years later he became superintendent registrar for the Oxford district. He was a proctor in the University Court and a perpetual commissioner for Oxfordshire and Berkshire. Mr. Thompson was buried at Holywell Cemetery, Oxford, on the 5th ult.

Mr. JOSEPH WILLIAM SMITH, Q.C., many years a judge of county courts, died at Olinton on the 10th ult. Mr. Smith was the only son of the Rev. John Smith, rector of Baldock, Hertfordshire, and was born in 1816. He was educated at Trinity Hall, Cambridge, where he graduated in the first class of the Civil Law Tripos in 1838. He was called to the bar at Lincoln's-inn in Easter Term, 1841, and he practised for many years in the Chancery Division. He was the author of "A Manual of Equity," "A Manual of Common Law," "A Manual of Bankruptcy," "A Compendium of Real and Personal Property," and other legal works. Mr. Smith was one of the counsel employed in drafting the Chancery Consolidated Rules, and in 1861 he received a silk gown from Lord Campbell. In 1865 he was appointed by Lord Cranworth to be judge of county courts for circuit No. 27 (which includes Hereford and a large portion of Shropshire). In 1870 he retired on a pension. Mr. Smith was a bencher of Lincoln's-inn, and a magistrate for Herefordshire. He was married in 1844 to the second daughter of Dr. George Henry Hicks, of Baldock. He was buried at Baldock on the 15th ult.

APPOINTMENTS.

Mr. JOHN WILLIAM PYS SMITH, solicitor (of the firm of Burdett, Pys Smith, & Benson), of Sheffield, has been elected Town Clerk of that borough, in succession to Mr. John Yeomans, deceased. Mr. Smith was admitted a solicitor in 1863.

Mr. WALTER JAMES WESTCOTT BEARD, solicitor, of 10, Basinghall-street, has been elected Vestry Clerk of the parish of St. Michael, Bassishaw, on the resignation of Mr. James Henry Davidson. Mr. Beard is the son of Mr. Thomas Beard, solicitor-deputy for the ward of Bassishaw. He was admitted a solicitor in 1873.

Mr. GEORGE LEY BODILLY, solicitor (of the firm of Trythall & Bodilly), has been appointed Deputy-Coroner for the Penzance Division of the County of Cornwall. Mr. Bodilly is coroner for the borough of Penzance. He was admitted a solicitor in 1880.

Mr. LEONARD FIELD, barrister, has been appointed Examiner in Equity and Real Property Law at the University of London. Mr. Field is the second son of the Rev. William Field, of Warwick, and was born in 1824. He was educated at University College, London, and he graduated B.A. at the University of London in 1844. He was called to the bar at the Inner Temple in Hilary Term, 1852, and he practises in the Chancery Division.

Mr. LUMLEY SMITH, Q.C., has been appointed Examiner in Common Law and the Law of Evidence at the University of London. Mr. Smith is the second son of Mr. Richard Smith, and brother of Mr. Richard Horton Smith, Q.C. He was born in 1824, and he was formerly fellow of Trinity Hall, Cambridge, where he graduated as a wrangler in 1857. He was called to the bar at the Inner Temple in Easter Term, 1860, and he is a member of the South-Eastern Circuit. Mr. Smith became a Queen's Counsel in 1880. He is recorder of Sandwich, and a bencher of the Inner Temple.

Mr. JOSEPH SMITH, solicitor, of Birmingham and Wednesbury, has been elected Chairman of the Birmingham Central Tramways Company. Mr. Smith was admitted a solicitor in 1870. He is Clerk to the Wednesbury Local Board and to the Wednesbury Burial Board.

Mr. THOMAS EDWARD SCRUTTON, barrister, has been appointed Examiner in the Constitutional History of England at the University of London. Mr. Scrutton is the eldest son of Mr. Thomas Scrutton, of Buckhurst Hill, Essex, and was born in 1856. He was formerly scholar of Trinity College, Cambridge, where he graduated at the head of the first class of the Law Tripos in 1880. He was called to the bar at the Middle Temple in June, 1882, and he is a member of the South-Eastern Circuit.

Mr. JOHN GERRARD, Q.C., has been appointed Prosecuting Crown Counsel for the county of Monaghan. Mr. Gerrard was called to the bar at Dublin in 1868. He became a Queen's Counsel in 1886, and he is a member of the North-East Circuit.

Mr. SAMUEL HOLMES MONROE, solicitor, of Dublin and Armagh, has been appointed Sessional Crown Solicitor for the county of Armagh. Mr. Monroe was admitted a solicitor in Ireland in 1877.

Mr. HENRY FRANK GALPIN, solicitor, of Oxford, has been appointed Clerk to the Oxford Board of Guardians and Assessment Committee and Superintendent Registrar for the Oxford District, in succession to Mr. Walter Thompson, deceased. Mr. Galpin was admitted a solicitor in 1881.

Mr. GEORGE ROBERTSON GILLESPIE, advocate, has been appointed Secretary to the Endowed Schools Commissioners for Scotland.

Mr. SETHUS BURT has been appointed a Queen's Counsel for the Colony of Western Australia.

Mr. THOMAS COPE, solicitor, of Birmingham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

PARTNERSHIP DISSOLVED.

FREDERICK CARRITT and FREDERICK BLASSON CARRITT, solicitors (Carritt & Son), 23, Rood-lane, London. The business will be carried on henceforth by the said Frederick Blason Carritt alone, under the same style or firm of Carritt & Son. April 22. [Gazette, May 3.]

GENERAL.

The Bankruptcy Office (Sites) Bill was read a third time and passed in the House of Commons on the 29th ult.

Mr. Justice Stephen, the Treasurer, and the Masters of the Bench of the Inner Temple entertained at dinner on Wednesday the Prince of Wales, Treasurer of the Middle Temple.

It has been found necessary to give up the ball intended to be given by the Inner Temple on May 26th, the number of members of the Inn who wished to be present being so large that the Masters of the Bench did not feel justified in incurring on account of the Inn the expense which would have been necessary.

It is stated that at an inquest held by Mr. A. F. Vallinay, coroner for Ipswich, last week, the Coroner requested the representatives of the Press who were in attendance to withdraw. They refused to do so, and the jury also stated that they should decline to serve unless the Court were an open one. The Coroner threatened to fine the jurymen, and the chief constable, at his request, proceeded to remove the reporters by force. The jury persisting in refusing to receive evidence unless the reporters were admitted, the Coroner adjourned the inquiry for a week.

Mr. G. B. Gregory writes to the *Times* to enquire whether under the Bill of the Lord Chancellor, which provides for an absolute title to land being acquired after five years' registration and on certain notices being given, this title is to be free from the claims to succession duty, which can be carried back to the date of the Act of 1853. He adds that "if that is the construction of the Bill, it would no doubt confer a great boon upon the purchasers of landed property, and those who act for them, but I do not think that this would be the effect of the Bill as it now stands, or that such effect is contemplated. I venture to state that without some provision to meet the point I have raised, many persons would find that the proposed legislation had only been a delusion in respect of it."

In the House of Commons on the 28th ult., in answer to Mr. Howell, Mr. W. H. Smith said that the question of a cheap edition of the Statutes had been under the consideration of the Statute Law Revision Committee, and they had submitted to the Treasury the following proposals:—That a revised edition of the statutes be undertaken, of convenient size to be published volume by volume as revision is completed; that the work be commenced at once, in which case the first volume can probably be brought out this year. The committee believed that such an edition could be supplied at a price not exceeding eight guineas for the complete set. The Treasury were about to give their sanction to the proposals of the committee.

At the Swansea assizes, Mr. Justice Mathew, in charging the grand jury alluded to the proposed scheme for altering the existing assize arrangements in England and Wales, by which it was suggested that three gaol deliveries should be held in every county for the purpose of trying prisoners, and that the present system of grouping counties for this purpose should be abolished. There appeared to be a sentiment that a man whose life and liberty were in danger should be tried in his own county among the people who knew him, and with that sentiment the present administration appeared to be clearly in sympathy, at any rate as regarded its application to England. The case of Wales, happily, differed somewhat from that of England, where there were few counties in which there were no prisoners to be tried, whereas it frequently happened in the agricultural districts of North and South Wales there were no prisoners for trial at the assizes. As the holding of assizes in every county entailed great inconvenience upon the grand and petty jurors, the officers of the Court, and others whose duty it was to attend, it certainly appeared to be a hardship upon them that they should be required to be present where there was nothing to do, and he ventured to recommend that it would be desirable to make the simple and obvious rule that Judges should not attend where there were no prisoners for trial.

The London and Westminster Bank, Limited, are instructed by the Government of the Cape of Good Hope to make a further offer to the holders of outstanding debentures of conversion, on the terms specified in their advertisement, into Cape of Good Hope 4 per cent. Consolidated Stock, having fifty years to run, but redeemable after thirty years at the option of the Cape Government, on giving twelve months' notice to the stockholders. The bulk of the debentures which it is proposed to convert are subject to annual drawings at par, increasing from year to year on the accumulative principle.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT	APPEAL COURT	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., May 9	Mr. Godfrey	Mr. Leach	Mr. Pemberton	Mr. Ward
Tuesday .. 10	Leach	Godfrey	Clowes	King
Wednesday .. 11	King	Leach	Pemberton	Ward
Thursday .. 12	Ward	Godfrey	Clowes	King
Friday .. 13	Clowes	Leach	Pemberton	Ward
Saturday .. 14	Pemberton	Godfrey	Clowes	King
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEEWICK.
Monday, May .. 9	Mr. Carrington	Mr. Beal	Mr. Jackson	
Tuesday .. 10	Lavie	Pugh	Koe	
Wednesday .. 11	Carrington	Beal	Jackson	
Thursday .. 12	Lavie	Pugh	Koe	
Friday .. 13	Carrington	Beal	Jackson	
Saturday .. 14	Lavie	Pugh	Koe	

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1887.

Before Mr. Justice KAY.

Causes for Trial (with witnesses and without witnesses).

Cava v Niblett act wits
Webster, Bart v Southey act wits
Pugh v Salmon act wits
Sha p v Brown act
Shap v McHenry act
Jelly v Cooper m f j wits
Rowcliffe v Langford Wire Iron & Co act wits
Sharp v Allen act wits
Harris v Newitt act wits
Evans v Benyon act wits
Armstrong v Bishop of Manchester act
In re Bond Bigwood v Bond act & m f j
Badart v Smith act wits
Westmore v Ricketts act wits
Humphreys v Rafferty act wits
Parsons v Cotterill act wits
McDonald v Towersey act wits
Harrison v Spitzley act wits
British Equitable, &c, Co v Musgrove act
Williams v Kayler adj sums wits
In re Hardbottle Hardbottle v Hardbottle act wits
Petty v Daniel act wits
In re Paddison Morris v Paddison act wits
In re Horwood Horwood v Paddison act
Emsan v Scholas act and m f j
In re St John St John v St John act and sums wits
Hancock v Wyatt act
Hawkes v Curries act
In re Shuttlesworth Briggs v Shuttlesworth m f j (short)
Joy v Renner act wits
Owen v Roberts act
Theatre v Hill act
In re Coell Hicks v Payne act wits
Bullough v Lancaster act
Humphries v Donnithorne act wits
Union Finance Co, ld v Williams act wits
Thorntill v Hoyland act wits
Gower v H M Postmaster Gen special cases
St Saviour's District Bd of Works v South-Eastern Ry Co act wits
In re Kippax Ackroyd v Kippax act wits
Goodall v Pemberton act and m f j wits
Wills v Joyce act wits
Clarke v Butler act
Fox v Clarke act and m f j wits
Peach v Selby-Lowndes act
Scepter Life Assoc v Harrison act wits
Upington v Hill act wits
Wichman v Leach act wits
Elliot v Merrill act wits
Britain v Birch, Pritchard, & Co act wits
Ellington v Clark, Burnett, & Co, ld act wits
Baskerville v Iron & Steel Works Assoc, ld act wits
Beckridge v Patman act wits
In re Bethell Haydon v Lightfoot act wits

Brown v Alabaster act wits
Scovell v Robinson act wits
Spalding v Skoulding act & counter claim
Rogers v Barry Docks and Ry Co act
Stier v Stier m f j
Andrews v Barnes act wits
Judge v Tisdall act wits
Gaulard v Sir Coutts Lindsay & Co, ld act wits
Godwin v Rathbone act & m f j wits
Hatten v Russell act
Munro v Met & Met Dist Ry Co act wits
Johnson v Park act & m f j wits
Bernard v Hoare act wits
Wilks v Newman act wits
Ryder v Anders act
Hobman v Hughes act wits
Sampson v Streatham & Genl Estate Cold act wits
In re L Harbord & Patent Designs & Co act wits
Slann v Smith act wits
In re Furber Rooks v Blandy act
Bowden v Bowyer act & m f j
Edison & Swan & Co v Holland act
Topping v Workington & District Liberal Club ld act wits
Milward v Jackson act & m f j
Bellinger v Dunn & Duncan act wits
Eteen v Goddard m f j (short)
Hawkins v Hawkins m f j (short)
In re W Moss Lloyd's, Barnett's & Bosanquet's Bk v Moss act
Pemberton v Goodall act

Before Mr. Justice CHITTY.

Causes for Trial (with witnesses).
Hammersley v Hammersley act
Atkinson on behalf &c v De Jemson Hugelman on behalf &c v Atkinson claim and counter claim with sums
In re Honduras Inter-Oceanic Ry Co (petn) by order
Hards v Bragg act
Smith v Taverner act
Brinton v Howlett Gladling v Brinton claim & counter claim
Union Bank of London, ld v Munster act
Ranguinetti v Gant act
Cave v Harris Harris v Cave act
Cory v Roach act
Cave v Hind act
Poole v Pickering act
Coote v Ingram act
In re Ayres, &c Wright v Ayres act
Wickham v Greenway act
Wickham v Sandeman act
Harvey v Corps & Dando act
Nichols v Royal Aquarium, &c, Soc, ld act
In re Brown, dec Brown v Brown act
Wien v Andred act
Greenway v Sharp act
In re W. T. Clark, dec Mote v Clark act sums with wits by order
Stuart v Wright act
Andrade v Arbib act
Hawkins v Barrow act
Raffolovich & Co v Imperial Bank, ld act & m f j
In re L. Maggs, dec Maggs v Knease act

Callow v Young motn with wits by order

Harris v Rothwell act
Weaver v Stiff act
Warburg v Harris act
Ingram v Clarke act
Powell, exor v Davies act
Prior v Edwards act & m f j Cambridge, D. R.
Craven Bank, ld v Preston act

Non-witness Causes, Adjourned Summonses and Special Cases.

In re Clifden Benefit Building Soc distribution of assets adjd sums of Official Liquidator
In re Archer Burton's Settlement Trusts Pemberton v Archer-Burton adjd sums to confirm compromise
In re Temp's Estate Lovegrove v Warner adjd sums as to appia under ord 55
In re W M Pybus, a solicitor adjd sums to tax bill
In re Star Cab Co, ld (bill of sale) adjd sums
In re Richardson's Estate Shuldham v E N Lifeboat Institution adjd sums
In re B Winthrop's Estate Winthrop v Winthrop adjd sums
In re C Williams's Estate Smith v Hill adjd sums
In re G W Hayne, dec Hayne v Rogers mtn for judgt
Union Bank of London, ld v Kent act (Tribute Sittings)
In re F Adlard, dec Barker v Ayscough act
In re R Preese, dec Preese v Hancock adjd sums
In re F Broughton's Estate Post v Broughton adjd sums
In re E G Cox's Estate Smith v Cox adjd sums
In re Pidcock's Settlement Winterton v Pidcock-Hensell adjd sums
In re Llangemaech Coal Co ld (ex parte Official Liquidator) adjd sums
In re Gambling—Phelp's Settlement Trusts Phelps v Lumley adjd sums
In re L Powell's Trusts Powell v Williams adjd sums
In re Hughes—Garbett & Falkner's Contract & V & P Act, 1874 adjd sums
Oakley & Son v Dalton act
Baxendale v Viscountess de Valmer act
In re Trusts of Will of S A Ings act sums
In re Earl of Mornington's Estate Ellis v Earl Cowley adjd sums
In re Midland Land & Investment Corps, ld (2) adjd sum
In re John McDonald, dec Hickson v Bushell adjd sum
In re John Darie, dec Wetherall v Ormerod act
In re De la Hunt & Pennington's Contract & V & P Act, 1874 adjd sum
In re Mawdsach Gold Mining Co, ld & Co's Acts adjd sum
In re Bridewell Hospital & Met Bd of Works (purchase) adjd sum (taxation)
Clarke v Thoraton adjd sum
Warwick v Warwick act
St Barbe v Burrard act
Neblitt v Manning m f j
In re W Eaton, a Solor (taxation) adjd sum
In re Murrell Brown's Estate Claxton v Cunningham adjd sum
Andrew v Huddleston (construction) adjd sum
In re H Prater's Estate Desings v Beare adjd sum
In re London & County Investment Corps (Dr Warburton's claim) adjd sum
In re Thos Hoyland's Trusts Hoyland v Hoyland S L Act adjd sum
In re T W Whipton's Will Whipton v Whipton (construction) adjd sum
Gee v Liddell adjd sum
In re Giona Sulphur Co, ld (Liquidator's Remor) adjd sum
In re Newbegin's Estate Eggleton v Newbegin adjd sum
In re D F Pellatt's Estate Pellatt v Bradley adjd sum

In re Elith Clark's Estate Burton v

Tod Phipps v Tod (construction) adjd sum
In re Jas Ley, dec Hugman v Ley adjd sum
In re Jones, dec Daniel v Daniel adjd sum
Weaver v Sanitary Engineering & Ventilator Co act
In re Charles Kearsley, dec Kearsley-borough & Clare Banking Co, ld v Kearsley act
Levy v The Abercrombie Slate and Slab Co ld m f j
Ashenden v Jones act
Tyler v Bank of England act
Perrin v Perrin m f j
In re T C Clarke's Estate Bantoft v Aylward (construction) adjd sums
In re G Wood's Estate Short v Wood (gift or loan) adjd sums
In re Lister's Estate Davies v Lister (taxation) adjd sums
In re Galland, dec Lidiard v Galland (Order 55) adjd sums
Baylis, on behalf, &c v The Birchills Hall Iron Co ld act
In re Oriental Bank Ex pte Official Liquidator adjd sums
Sutton v Town adjd sums
Ward v Royal Exchange Shipping Co adjd sums

Before Mr. Justice NORTH.

Causes for Trial (with witnesses).
Price v Simmons interpleader issue
J-akins v Thomas act
Malcolm v Trustees of Rose Crosswell, bankrupt act
Stock v Ellison act
R. James v The Queen act
In re G. nard & Gibbs' Patent petn
Albo Carbon Light Co, ld v J Kidd & Co 1886 A 859 act
Same v J. Kidd & Co 1886 A 1,729 act
Morris v Lee act
Cleaver v Bacon act & m f j
Forster v Clifton Clifton v Forster act
Goswell v Bishop act
Frapwell v Dennis act
Muskett v Poole act
Woodgate v Walker act
Brodbach v Strickland act
Alexander v Smith act
Myatt v Evelyn act
Wier v Lausard act
Crookes v Rae act & m f j
Glanville v Heather act
Siddall v Vickers, Son & Co act
Waring v Scott act
In re Ormond Drury v Ormond act
Davies v Davies act
Shuttlebotham v B-vington act
Stanford v Hassall act
Best v Farber Furber v Best act
In re Shortridge Salmon v Wallis act & m f j
In re Ellis Jones Jones v Evans act
Crampton v Swete & Main act
Cordingly v Alliance Soc act
Dovaston v Lloyd act
Stockton & Middlesbrough Water Bd v Tee Bridge Iron Co, ld act
In re Lister Hill v Tate act
Capel & Co v Sims' Ship Compositions Co, ld act
Woolf v Stafford act
De Ferry, on behalf, &c v Turner act
In re Crossley Fenton v Rimmington act
Salaman v Ingle act
Wright v Sharubb act
Lane v Tarbutt act
Dyson v Scott act
Smith v Brentnall act
Winfield v Crompton act
Baxter v Lewis act
Buchan v Arlett act
Causes for Trial (without witnesses) and Adjourned Summonses (Classes II. and III.)
In re Kerrison Palmer v Pye adjd sums
In re J E Williams Jones v Williams adjd sums
In re Bell Strickland v Nat Benevolent Institution adjd sums
In re Hayward Hayward v Hayward adjd sums

In re Bathune Wood v Fraser adj
sums
In re Lightfoot Baines v Brooker adj
sums
In re W Sharp Sharp v Sharp act
In re Worsley Worsley v Woolley act
Neave v Fyfe act & m f j
In re Gotobed Winslow v Bawcombe
adj sums
In re T Hulme Hulme v Hulme adj
sums
Creed v Dixon & Co act
Savile v Couper adj sums
In re Jas Bowley's Estate Bowley v
Bowley adj sums
In re Nett Walker v Gamage adj
sums
Blundell v Blundell act
In re Vickers Vickers v Vickers adj
sums
In re Southerton Wright v Everall
adj sums
Gilling v Cooper m for j
In re J Baker Johnson v Baker adj
sums
In re Bettsworth, Bettsworth v
Risher adj sums
In re Blest, Norris v Blest m f j
In re Haigh, Stephens v Leachmere adj
sums
In re Houghton, Mortimer v Caird adj
sums
In re Fallen & Sons & T M Acts adj
sums
In re Treffry, Treffry v Treffry adj
sums
In re Griffin, Buckel v Smith adj sums
In re J Barratt's Will adj sums
Rickaby v Rickaby act
Schadler v Atkins act wits
In re Holbech, Markham v Holbech
adj sums
Wells v Holton m f j
In re La Fargue, Heath v Hinder adj
sums
In re Nelson, Lane v Holland adj sums
In re Holt, Richey v Jones adj sums
Lookyer v Lush act
Sodger v Lewis act
In re Nelson, Brett v Nelson adj sums
Robinson v Furtwangler m f j
Charley v Cooks act
In re Vioat Robinson v Vioat adj sums
Sagar v Sagar act for trial
Harrop v Harrop m f j (short)
Wood & Co v Robinson & Sons m f j

Before Mr. Justice STIRLING.
Causes for Trial (with witnesses).
Sanitas Co v Condy (trading, &c)
Insole v Mayor, &c, of Cardiff act
Brooks & Co v Powell, Foley & Co act
Hasting v Lintott act
Newman v Campbell, Reeves & Hooper act
Henderson v Gas Appliances Co, Id act
Moore v Tyles act
Maybury v Williams act
Stevens v Davies act
Strutt v Sanworth act
London, Edinburgh, &c, Asses Co, Id
v Horne act
O'Brien v Mansell act
Morewood v Smith act
Brodrick v Blackwood & Co act
Smith v Greenfell act
Share v Parkes act
Flick v Haggard act
Bancroft v Foster act
Bancroft v Baker act
Morewood & Co, Id v Dunn act
In re S England Burns v Pavey act
In re S England Burns v Pavey
question of law
Hancock v Moore Moore v Hancock
act
Peden v Tolpitt act
In re J Miller Miller v Leach act &
m f j
Cox v Pardon & Sons act & m f j
Stedman v Williams act
Boston Deep Sea Fishing Co v Hansell
act
Anglo-American Brush Co v Edison &
Swan & Co act
Anglo-American Brush Co v Edison &
Swan & Co act
Hesketh v Holland act
In re Rothwell's Patent, &c Petition
(Wit List by order)
Adjourned Summonses.
Adams v Southern Counties' Deposit
Bank Id

In re Coulson Cook v Coulson
In re Golding's Trusts Crossley v
Burrows
In re Vallance Vallance v Blagden
In re Fryer Ellis v Fryer
In re Sills Sills v Sills
In re Sills Sills v Sills
Ayres v Ry & Electric Appliances &
Co
Robins v Robins
In re Oridland & L C Act
In re Smith Bailey v Smith
In re Pasche Shepherd v Thorpe
In re Walton & Sons, Solicitors (taxa-
tion)
Cowper v Harmer
In re Benn's Estate Benn v Benn
Prior v Bagster
In re Whitehouse, Whitehouse v Ed-
wards
Dow v Parker
Dow v Parker
In re A W Hall & Co & Co's Acts
In re De la Rue, Cumming v Marshall
In re Wilkinson, Waddington v Wad-
dington
In re Corcellis, Lawton v Elwes
Battye v Call
In re Coney to Wilson and V & P Act
In re Simpson, Blanford v Simpson
In re Hall, Bosworth v Hall

Before Mr. Justice KKEWICH.
Transferred from Justices NORTH,
CHITTY, and STIRLING, for trial or
hearing only—by Order, dated 22nd
January, 1887.
Evans v Manchester, Sheffield, &c, Ry
Co
Hall v Ewin act
Humphrey v Sumner act
Edison & Swan United Electric Light
Co v Davidson, Jackson, & Duncan act
In re Allen Allen v Capps (not before
Trinity)
Garney v Winchester House Co, Id act
(not before Trinity)
Lealis v Cave act (not before April
26)
In re Whitehead M. A. Reed White-
head v Tracy
Walker v West Riding Union Bkg Co
act & counter-claim
Parker v Bingham (not before Trinity)
Turner v Tymn act
Gt Western Forest of Dean, &c, Co v
Trafalgar Colliery Co, Id act
Daniel v McMillan act
Frank v Cottrell act
Clillis v Castle act (not before
Trinity Sittings)
Ware v Fresh act pt hd
Hobbs v Wayet act (not before
Trinity Sittings)
Balt & Gardiner v Dry Dock Corp
of London, Id act
Davies v Hodgson act
Winter v Baker act & m f j
Cowan v Mid & S West, &c, Ry Co
act
Lamplough v Powell, Foley, & Co act
In re Roper, Roper v Featherstone act
London & West Bk, Id, v Tarquand &
ors act
Alexander v London Founders' Assen,
Id act
Hargreaves v Trustees of G Massey &
ans act
Hall v Palmer act
Williams v Neath Canal Navigation
Proprietors act & counter claim
Wearing v Parkies act
Boyd v Patrick act
Ashley v Drew act
Litchfield v Simmons act
The Wenham Co, Id v May & Co act
London Tavern Co, Id v Worley act
The Duke of Northumberland v
Bourman, widow act

Transferred from Justices CHITTY,
NORTH, and STIRLING, for Trial or
Hearing only—by Order, dated 24
March, 1887.
In re Naylor Naylor v Daws act
Cavanagh v Riddell act
McClean v Cloute act
Taylor v Graham act
Fox v Denton act
Croft v Rickmansworth Highway Bd
act
Rawlins v Webb act

Godfrey v Winsford act
Bowman v Hopper
Freke v Houseman act
Hough v Seal act
Costes & Co v Moyle & Son act
Bray v Gardner act
Hill v Sheffield act
Richards v Deane act
Branch v Bennett act & counter claim
Morgan & Co Id v E J Windover & Co
Id act
Eady v Eady act
Gardener v Vioat & ers act
Chatteris v Isaacson act
Hawkins v Hawkins act
Stobbs v Kelsey act
In re W Farrow Moore v Farrow act
Bunting v Multern act
Barnett v Fletcher act
Fisher v Holland act
Wood v Aylward act
Topham v Booth act
Lodge v Poole act
Ede v Watson act
Russell v Geere act
Paget v Ethouit Paget v Ellis act
Elliot v Steel act
Cooke, Sons, & Co v New River Co
Todd v Herring act
In re Rust Bull v East
Prior v Moore act
Neokes v Room act
Sahler v Fauchs act
Tristram v Kid act
Ferra, Townsend, & Co v Weston act
Randall v Evans act & m f j
In re Trueman, Bradley v Turnbull—
1886—T—521 act
In re Trueman, Bradley v Turnbull—
1886—T—522 act
Caaswell v Huxton act
Mears v Bull act
In re Moore, Moore v Moore act
Condy & Mitchell, Id v Taylor & Co,
Id act
Smith v School Bd for Prescott act
Rowe v School Bd for London act
Merton v Kelday act
In re Taylor Turpin v Pais act
Ellis v Workman act
Nicholls v Kimpton act
Bailey v Bailey act

American Braided Wire Co v Thomson
& Co act
Foster v Holland act
Peachard v Imperial Water Corps, Id
act
Marshall v Cox act
Radder v Booth
Birmingham, &c, Daw Co, Id v L &
N W Ry Co act
Ford, Bathons & Co v Aspdin
Tenant, W, v Ld Claude Hamilton
act
Woolf v Monacott act
Earl of Darley v L C & D Ry Co act
The School Bd for London v Blum act
Baahy v Steel act
In re Childs Harold Head Head v Head
act
Elborough v Jester act
Young v Barriman act
Patents Invents Co Id v Apollo Water Co
Id act
Pile v Simons act
Foster v Wheeler act
In re C Moreton orwies Coppen More-
ton v Coppen act
Clay v Bracken act
Earl Sydney v Lowe act
Fox Bros & Co v Paget act & counter
claim
Lovejoy v Downes act
Robertson v Saakay act
Baroness Wenlock v River Dee Co Id
act
Duck v Hengh act
San Permanent &c Soc v Luke act
Phillips v Phillips act
Hawkins v King act
Pickford v Pickford act
Mudd v Lutter act
Taylor v Faulkner act
Gas Light & Co v South Met Gas Co
act
In re McQuinn Hill v Buckley act
Higgins v Macer act & counter claim
Frank v Vert act
Baxter v Harfield & Co act
Edwards v Jones act
Parsons v Saffery act
Haynes v Leach Leach v Haynes act
& m f j

WINDING UP NOTICES.

London Gazette.—FRIDAY, APRIL 30.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

B. HYAM & SON, LIMITED.—Chitty, J., has fixed Monday, May 9 at 11, at his chambers, for the appointment of an official liquidator
INDUSTRIAL BRASS CO, LIMITED.—Chitty, J., has, by an order dated Feb 28, appointed Allen Edwards, Esq, New St, Birmingham, to be official liquidator
LEITH HALLS AND DISTRICT ICE CO, LIMITED.—Petin for winding up, presented April 27, directed to be heard before North, J., on Saturday, May 7. Ommanney, Great Winchester St, solicitor for petner
R. N. CUMMINGHAM & CO, LIMITED.—North, J., has, by an order dated March 20, appointed Mr Henry Newton Smith, 27, Walbrook, to be official liquidator in the place of Mr William Lott Grimwade
VILLA DO GORDON IRON CO, LIMITED.—Kay, J., has fixed May 12 at 12, at his chambers, for the appointment of a liquidator

UNLIMITED IN CHANCERY.

BOROUGH OF PORTSMOUTH, KINGSTON, FRATTON, AND SOUTHERN TRAMWAYS CO.—Petin for winding up, presented April 27, directed to be heard before Kay, J., on May 7. Chapple & Co, Carter Lane, solicitors for petner

FRIENDLY SOCIETIES DISSOLVED.

BENEVOLENT SICK FUND FRIENDLY SOCIETY FOR PAUP GRANTS OF THE LONDON ORDER OF ODD FELLOWS, Thistle Inn, West Orchard, Coventry, Warwick. April 22
COURT ROSE OF SHARON, Ancient Order of Foresters, Royal Hotel, Market place, Dewsbury, Yorks. April 27
MECHANICAL BENEFIT SOCIETY, Chequers Inn, High St, Oxford. April 25
UNITED FRIENDS' BENEFIT SOCIETY, Beckton Arms, Beckton rd, Canning Town Essex. April 25

London Gazette.—TUESDAY, MAY 3.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADAM EYTON, LIMITED.—By an order made by North, J., dated April 28, it was ordered that Adam Eyton, Limited, be wound up. Hulbert, Broad St bdgs, solicitor for petner
BENJAMIN EVANS & CO, LIMITED.—By an order made by Stirling, J., dated April 28, it was ordered that the company be wound up. Gibbs & White, Gracechurch St, agents for Gibbs, Newport, solicitor for petners
DAKOTA STOCK AND GRADING CO, LIMITED.—Petin for voluntary winding up, presented April 29, directed to be heard before Stirling, J., on Saturday, May 14. Brandon, Essex St, Strand, solicitor for petners
ITALIAN RAILWAYS STENOGRAPHS, LIMITED.—By an order made by North, J., dated April 23, it was ordered that the syndicate be wound up. Gush & Co, Finsbury Circus, solicitor for petner
MYOBRE ESTATES CO, LIMITED.—By an order made by North, J., dated April 23, it was ordered that the company be wound up. Godden & Co, Old Jewry, solicitor for petner
NORTH-WEST PROVINCES AND QUIN ICE CO, LIMITED.—Creditors are required, on or before July 12, to send their names, addresses, and particulars of their debts or claims, to John Francis Clarke, 41, Coleman St. Tuesday, July 26, at 12, is appointed for hearing and adjudicating upon debts and claims
READING IRON WORKS, LIMITED.—By an order made by North, J., dated April 22, it was ordered that the voluntary winding up of the works be continued. Epokes, Essex St, Strand, solicitor for petner

SHEFFIELD MORTGAGE AND ESTATES CO. LIMITED.—By an order made by North, J., dated April 19, it was ordered that the voluntary winding up of the company be continued. Church, Rendell, & Co, Bedford row, or Farnell, York, solicitors for power.

UNIVERSAL CONTRACT CORPORATION LIMITED.—By an order made by North, J., dated April 23, it was ordered that the corporation be wound up. Aird & Hood, Brabant st, Philpot lane, solicitors for partners.

CHOTTON AND NORWOOD TRAMWAYS CO.—By an order made by North, J., dated April 23, it was ordered that the company be wound up. Webb & Co, Queen Victoria st, solicitors for partners.

COURT PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

LIVERPOOL AND BIRKENHEAD HOUSE PROPERTY INVESTMENT CO. LIMITED.—Petition for winding up, presented April 30, directed to be heard at St George's Hall, Liverpool, on Monday, May 16. Goffey & Co, Liverpool, solicitors for partners.

COLLYCROFT SCHOOL FEMALE FRIENDLY SOCIETY, Collycroft School, Bedworth, Warwick. April 30.

FRIENDLY SOCIETY, Hean Castle Hotel, Saundersfoot, Pembroke. April 37.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 19.

BAGLEY, ELIZABETH, Bridgnorth, Salop, Innkeeper. May 11. Gordon & Nicholls, Bridgnorth.

BARNARD, WILLIAM, Sawbridgeworth, Hertford, Maltster. May 30. Clapham & Fitch, Bishopsgate Without.

BISHOP, THOMAS, Nether Whitacre, Warwick, Leather Seller. June 1. Pointon, Birmingham.

BURCH, WILLIAM, Maidstone, Gent. May 18. Stephens & Urmston, Maidstone.

CANTWRIGHT, HENRY JOSEPH, Wolverhampton, Veterinary Surgeon. May 14. Shelton & Co, Wolverhampton.

CHAMBERS, GEORGE, Maidstone, Builder. May 18. Stevens & Urmston, Maidstone.

CLIVE, JOSEPH CHARLES, Solihull, Warwick, Coffin Furniture Manufacturer. May 31. Hawkes & Co, Birmingham.

CROWTHER, RICHARD, Maidstone, Market Gardener. May 18. Stephens & Urmston, Maidstone.

FOREMAN, STEPHEN, Ingatestone, Essex, Farmer. May 31. Mackell & Arthy, Chelmsford.

FOXON, WILLIAM, Birmingham, Coal Merchant. May 16. Glassey & Porter, Birmingham.

GOODALL, RICHARD, Manchester, Commercial Traveller. May 30. Sumner, Manchester.

HALL, ELIJAH, Ollerret, Derby, Coal Proprietor. May 2. Johnson & Johnsons, Stockport.

HALL, LUTY OLLERSET, Derby, Coal Proprietor. May 2. Johnson & Johnsons, Stockport.

HARVEY, WILLIAM SOUTHWALK, Heigham, Norfolk, Painter. May 31. Garard Hill, Norwich.

HOLLAND, JOE, Acton, Middlesex, Gent. May 26. Brown, Lincoln's inn fields.

HORLEY, JAMES, Lambeth walk, Baker. June 24. Houghtons & Byfield, Gracechurch st.

JACKSON, WILLIAM, Sheffield, Veterinary Surgeon. June 21. Broomhead & Co, Sheffield.

JOHNS, CAROLINE LAVINA, Aberystwith. May 23. Makepeace, Birmingham.

KIRBY, ELIZABETH, Shirley, Southampton. May 24. Robins & Son, Southampton.

LARKING, JOHN, Maidstone, Coal Merchant. May 31. Stephens & Urmston, Maidstone.

LONG, ALLEN DICKEN, Old Kent rd, Licensed Victualler. May 26. Nash & Co, Queen st.

MARSHALL, MARY, Fairfield, Lancaster. May 15. Logan & Co, Liverpool.

NAIL, WILLIAM HERBERT, Blackburn, Lancaster, Cotton Waste Merchant. May 24. Eccles & Dempster Smith, Liverpool.

PRITCHARD, JOHN, Liverpool, Earthenware Dealer. June 1. Lewis & Davies, Liverpool.

RICHARDSON, HENRY, Spondon, Derby, Farmer. June 16. Robotham & Co, Derby.

ROBERTS, JOHN, Banbury, Oxford, Gent. July 14. Munton & Co, Banbury.

SCOTT, THOMAS, Warwick, of Holborn. June 1. Lee & Co, St Paul churchyard.

SHEPHERD, ROBERT, Sherborne, Dorset, Plasterer. May 13. Chandler, Sherborne.

SHUTTLEWORTH, EPHRAIM WILSON, Ulverston, Lancaster, Br'cher. May 20. Butler, Broughton in Furness.

SMITH, GEORGE THOMAS, Gilston rd, South Kensington, Es. May 23. Shoubridge & May, Lincoln's inn fields.

STREPHEN, CHARLOTTE FRANCES, Plymouth. May 23. Woolcombe & Fridham, Plymouth.

STURDY, ELIZA, Southport, Lancaster. May 24. Eccles & Dempster Smith, Liverpool.

TAYLOR, ELISHA, Warboys, Huntingdon, Straw Dealer. May 16. Grandfield, St Ives.

THACKRAY, JANE ELIZA, Brighouse, York. June 1. Barber, Halifax.

TIPPER, MARIA ANN, Hadleigh Hamlet, Suffolk, Farmer. June 1. Grimwade, Hadleigh.

WALTON, JOHN THOMAS, George st, Minorca, Wine Cooper. June 24. French, Crutched Friars.

WRIGHT, RICHARD, Longridge, Lancaster, Gent. May 14. Mayhew & Co, Wigan.

WYATT, FENELLOPE, Bourne-mouth. May 16. Tyke & Mortimer, Romsey.

London Gazette.—FRIDAY, April 22.

ADAMS, ROBERT, Over Stowey, Somerset, Yeoman. June 24. Trevor & Son, Nether Stowey.

BRUCE, ALEXANDER, Canonbury ter, Islington. May 23. Godwin & Son, Wool Exchange, Coleman st.

BUTTERFIELD, JOHN, Castleford, York, Innkeeper. May 31. Bradley, Castleford.

CANTWRIGHT, EDWIN, Cradley Heath, Stafford, Victualler. May 23. Wright, Cradley Heath, or Brerley hill.

CANTWRIGHT, SOPHIA AMELIA, Cradley Heath, Stafford, Victualler. May 23. Wright, Cradley Heath.

CORRINGHAM, JOHN, Bagshot, Wine Merchant. May 16. Robins & Co, Lincoln's inn fields.

DAY, ANN, Oldbury-upon-Severn, Gloucester. May 20. Scarlett & Co, Thornbury RSO.

DOYLE, WILLIAM PRECY, Half Moon st, Piccadilly, Esq. C.B. June 1. Farrer & Co, Lincoln's inn fields.

FOWLER, CHARLES, Axbridge, Somerset, Gent. May 31. Webster & Smith, Axbridge.

FULFORD, JANE, Lee, Kent. May 31. Hill & Co, Liverpool.

HAMMONDS, FREDERICK, Shrewsbury, Retired Fishmonger. June 10. C.D. & R.A. Craig, Shrewsbury.

INGRAM, WILLIAM, Bromsboro, Worcester, Baker. June 24. Holt, Bromsboro.

KENNARD, STEPHEN FENDER, Kensington Palace gardens, Kensington, Esq. May 28. Parker & Co, Cornhill.

KING, MARIAN, Liverpool. May 31. Bateson & Co, Liverpool.

KING, THOMAS MATTHEW, Liverpool, Esq. May 31. Bateson & Co, Liverpool.

LEYBOURN, ELIZA, Irlam, Lancaster. June 10. Diggles & Ogden, Manchester.

LOCKERY, THOMAS, Addiscombe, Surrey. May 31. Murray & Co, Birch lane.

MANSFIELD, EDWARD MIALLE, Wy, Tobaccoist. April 30. Hall, Ely.

MASON, WILLIAM, Sacriston, Durham. May 22. Hargreaves & Joblin, Durham.

MORLEY, ROBERT, Longpreston, York, Esq. April 30. Hartley, Settle.

FEYTON, RICHARD, Gloucester pl, Ealing, Newspaper Proprietor. June 20. Ryland & Co, Birmingham.

FOWELL, Venerable Archdeacon, ASHETON, Leicester. May 31. Roopers & Whately, Lincoln's inn fields.

FRESELY, RALPH, Highwood, Derby, Farmer. June 1. Hodding & Beever, Worksop.

PRINCE, JOHN, Southend, Retired Licensed Victualler. May 24. W & F Gresson, Southend.

RAPLEY, MICHAEL, Whitefield, Lancaster, Labourer. June 1. Cooper & Sons, Manchester.

ROBERTS, ROBERT, Trawsfynydd, Merioneth. May 25. Jones, Llanrwst.

ROBERTS, THOMAS LLOYD. May 30. Clark & Co, Ludlow.

SMITHES, HENRY, Southwark Park rd, Fish Salesman. May 25. Roy & Cartwright, Leebury.

SWALLOW, JOHN, Leeds, Printer. June 2. Wiggin, Leeds.

TEEBE, JAMES, Whitmore Reans, Stafford, Tailor. June 1. Gatis, Wolverhampton.

TRACY, HON WILLIAM HANBURY, Ryde, Esq. May 21. Hanbury & Co, New Broad st.

TURNER, JOHN THORNE, Littlebourne, Devon, Esq. June 1. Stallard & Turner, Bedford row.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

FURNISH OF NORMAN & STACY'S SYSTEM. No Deposit; 1.2. or 3 years credit; 30 wholesale firms. Offices, 79, Queen Victoria-st., E.C. Branches at 121, Pall Mall, S.W., & 9, Liverpool-st., E.C. Goods delivered free.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 22.

RECEIVING ORDERS.

ALEXANDER, LAZARUS, and LAUREL ALEXANDER, Gracechurch st, Fruiterers. High Court. Pet April 27. Ord April 27.

ALLINGTON, WALTER, Weelsby, nr Gt Grimsby, Boot Dealer. Gt Grimsby. Pet April 26. Ord April 26.

AULT, MARY, Fenton, Staffordshire, Grocer. Stoke upon Trent. Pet April 26. Ord April 26.

BAIL, WILLIAM, Worcester, Milliner. Worcester. Pet April 25. Ord April 25.

BARNES, SAMUEL JOHN, Woseley, Worcestershire, Artist. Birmingham. Pet April 27. Ord April 27.

BATTEN, ISAAC, Pensance, Watchmaker. Truro. Pet April 25. Ord April 25.

BAUM, JOHN, Carlton, Leicestershire, Farmer. Leicester. Pet April 25. Ord April 25.

BEASLEY, HENRY, Bishopstoke, Builder. Winchester. Pet April 25. Ord April 25.

BUBBELL, HENRY, Adisham, Kent, Farmer. Canterbury. Pet April 23. Ord April 23.

COOPER, GEORGE BENION, Drury lane, Ironfounder. High Court. Pet April 27. Ord April 27.

CRANFIELD, EDWARD, Henley upon Thames, Tailor. Reading. Pet April 14. Ord April 14.

DAVIES, JAMES WALTER, Biscanau Fastiog, Merionethshire, Grocer. Bangor. Pet April 16. Ord April 16.

DODSON, EDWIN, London st, Tailor. High Court. Pet April 25. Ord April 25.

DONNITHORNE, THOMAS, St Swithin's lane, Solicitor. High Court. Pet April 1. Ord April 1.

ESKIRIGG, ROBERT CROFT, and RICHARD JACKSON, Eskirig, Seaforth, Builders. Liverpool. Pet April 26. Ord April 26.

GARRETT, JOSEPH, Gloucester, Refreshment House Keeper. Gloucester. Pet April 26. Ord April 26.

GEHR and LILLINGTON, Park lane, Clapham, Builders. High Court. Pet March 25. Ord April 27.

GREENHOUGH, JOSEPH, Liversedge, Yorkshire, Insurance Agent. Dewsbury. Pet April 27. Ord April 27.

HARRISON, THOMAS, Belper, Derbyshire, Ironfounder. Derby. Pet April 26. Ord April 26.

HENNEAW, JOHN, and THOMAS JOHN COLES, Fenton, Staffordshire, Colliery Agents. Stoke upon Trent. Pet April 13. Ord April 25.

HICKMAN, CHARLES ALFRED, Sedgely, Staffordshire, Grocer. Dudley. Pet April 25. Ord April 25.

HILL, JOHN, Alvechurch, Oxfordshire, Farmer. Oxford. Pet April 7. Ord April 29.

HUGHES, WILLIAM R., Bangor, General Dealer. Bangor. Pet April 12. Ord April 27.

ISAACS, GEORGE SOLOMON, Frome, Somersetshire, Hatter. Frome. Pet April 27. Ord April 27.

JACKSON, GEORGE, New Olse, Lincolnshire, Fisherman. Great Grimsby. Pet April 26. Ord April 26.

JESSUP, JANE, Burham, Kent, Grocer. Rochester. Pet April 25. Ord April 25.

JONES, CADWALLADER, Llangynog, Montgomeryshire, Innkeeper. Newtown. Pet April 13. Ord April 25.

JONES, WILLIAM ELIZA, Jan, Haverfordwest, Printer. Pembroke Dock. Pet April 23. Ord April 23.

JONES, WILLIAM, Bethesda, Carmarvonshire, Plumber. Bangor. Pet April 27. Ord April 27.

LEIGH, WILLIAM PRITCHARD, Latimer rd, Notting hill, Builder. High Court. Pet April 26. Ord April 26.

LENES, BENJAMIN AUGUSTUS, Tingewick, Buckingham, Threshing Machine Proprietor. Banbury. Pet April 27. Ord April 27.

LLOYD, NATHAN, Manchester, Merchant. Manchester. Pet March 28. Ord April 27.

LOTREY, HYMAN, St Mary st, Whitechapel, Clothier. High Court. Pet April 9. Ord April 26.

MACHIN, ARTHUR, Dronfield, Derby, Draper. Chesterfield. Pet April 25. Ord April 25.

MANN, SAMUEL THOMAS FROBER, Morley, Yorks, Butcher. Dowsbury. Pet April 28. Ord April 28.

METCALFE, LEONARD, Bradford, Yorks, Bootmaker. Bradford. Pet April 26. Ord April 26.
 MORGAN, JOHN, FRANCIS, Ironbridge, Salop, Grocer. Madeley, Shropshire. Pet April 26. Ord April 26.
 NEEDHAM, JAMES GOODRICK, Sheffield, Watchmaker. Sheffield. Pet April 27. Ord April 27.
 NICHOLSON, JOHN YOUNGER, Stockton on Tees, Grocer. Stockton on Tees and Middlesbrough. Pet April 26. Ord April 26.
 PALMER, THOMAS WILLIAM GASCOIGNE, Cheltenham, Dental Surgeon. Cheltenham. Pet April 27. Ord April 27.
 PAYNE, WILLIAM, Bedford, Whitesmith. Bedford. Pet April 27. Ord April 27.
 PRANCE, JOHN NOAH, Gertrude st, Chelsea, Glass Painter. High Court. Pet April 27. Ord April 27.
 POWELL, GEORGE, Northampton, Ironmonger. Northampton. Pet April 26. Ord April 26.
 POWELL, RICHARD, City garden row, Islington, out of business. High Court. Pet April 26. Ord April 26.
 SHEEN, EDWARD, Waterloo rd, no occupation. High Court. Pet April 26. Ord April 26.
 SIMPSON, EDWARD, Aston, nr Birmingham, Boot Manufacturer. Birmingham. Pet April 26. Ord April 26.
 SMITH, GEORGE WILLIAM, Bradford, Oil Manufacturer. Bradford. Pet April 26. Ord April 26.
 SPENDLER, HENRY GEORGE, Lowestoft, Suffolk, Fish Dealer. Great Yarmouth. Pet April 26. Ord April 26.
 SPURR, THOMAS, King's Lynn, Norfolk, Ironfounder. King's Lynn. Pet April 26. Ord April 26.
 UGLOW, JOHN, and EDWARD PICKER UGLOW, Clys, Devon, Millers. Exeter. Pet April 27. Ord April 27.
 WALKER, GEORGE, and JOHN WALKER, Barrow in Furness, Aerated Water Manufacturers. Ulverston and Barrow in Furness. Pet April 26. Ord April 26.
 WALKER, JOHN, Carlisle, Commission Agent. Carlisle. Pet April 26. Ord April 26.
 WHITE, SAMUEL, Hurlingham rd, Fulham, Manufacturers' Agent. High Court. Pet April 26. Ord April 26.
 WILSON, GEORGE, Newcastle on Tyne, Plumber. Newcastle on Tyne. Pet April 26. Ord April 26.
 WIMMING, WILLIAM, Gloucester, Carpenter. Gloucester. Pet April 26. Ord April 26.
 WOODWARD, HENRY, Oakham, Staffordshire, Labourer. Stoke upon Trent. Pet April 27. Ord April 27.
 WRAY, AARON, Kingston upon Hull, Solicitor. Kingston upon Hull. Pet April 14. Ord April 26.
 YOUNG, WILLIAM FRANKERIDGE, Highworth, Wilt, Butcher. Swindon. Pet April 26. Ord April 26.

FIRST MEETINGS.

BALL, WILLIAM, Worcester, Milliner. May 12 at 11. Off Rec, Worcester.
 BALLE, NARBOROUGH, Golborne rd, Upper Westbourne pk, out of business. May 6 at 12. 33, Carey st, Lincoln's inn.
 BARFOOT, ENOS, Tunbridge Wells, Grocer. May 9 at 2.30. Spencer & Reeves, Camden rd, Tunbridge Wells.
 BAUM, JOHN, Carlisle, Leicestershire, Farmer. May 9 at 12. 28, Frier lane, Leicester.
 BEACHER, GEORGE, Great Grimsby, Lincolnshire, Smack Owner. May 12 at 12. Off Rec, 3, Haven st, Great Grimsby.
 BRASSETT, HENRY, Bishopstoke, Builder. May 2 at 2. Off Rec, 4, East st, Southampton.
 BOSTON, WILLIAM, Salop, Grocer. May 7 at 11.30. Off Rec, Colmore row, Birmingham.
 BURNARD, JOSEPH BALE, Old st, Shoreditch, Upholsterers' Warehouseman. May 12 at 11. Bankruptcy bldgs, Lincoln's inn.
 BURTON, WILLIAM FISHER, Rochell's terrace, Forest hill rd, Manager to a Provision Merchant. May 6 at 2.30. 34, Carey st, Lincoln's inn.
 BUSHILL, HENRY, Adisham, Kent, Farmer. May 12 at 11.30. 38, St. George's st, Canterbury.
 BURTON, ANNE, Osthor, Lincolnshire, Ironmonger. May 11 at 12.30. Off Rec, 3, Haven st, Great Grimsby.
 CAKWEIL, GEORGE, Exhall, nr Coventry, Farmer. May 9 at 11. Off Rec, 17, Hertford st, Coventry.
 CROFT, JOHN NEWTON, Wye, Kent, Tailor. May 7 at 11.30. Bankruptcy bldgs, Lincoln's inn.
 DAY, JOHN BENJAMIN, and GEORGE JAMES HAWKINS, Great Yarmouth, Ironmonger. May 9 at 12.15. Lowwell Blak, South Quay, Great Yarmouth.
 DRESSEL, SIGFRIED, Canton, Cardiff, out of business. May 12 at 11. Off Rec, 3, Crookherbtown, Cardiff.
 EATY, WILLIAM, Nottingham, Boot Dealer. May 6 at 2.30. Off Rec, 1, High Pavement, Nottingham.
 FRETWELL, THOMAS HENRY, Rotherham, Pork Butcher. May 10 at 12. Off Rec, Figgree lane, Sheffield.
 GULLIBURN, JACOB, Broad st, Manufacturer. May 12 at 11. 33, Carey st, Lincoln's inn.
 HARRISON, THOMAS, Belper, Derbyshire, Ironfounder. May 10 at 12. Off Rec, St. James's church, Derby.
 HICKMAN, CHARLES ALFRED, Sedgley, Staffs, Grocer. May 10 at 10.30. Off Rec, Dudley.
 INGRAM, CHARLES WESLEY, Penarth, Shipbroker. May 12 at 3. Off Rec, 3, Crookherbtown, Cardiff.
 JESSUP, JANE, Burham, Kent, Grocer. May 10 at 11.30. Off Rec, High st, Rochester.
 JONES, CADWALLADER, Llanyrog, Montgomery, Innkeeper. May 10 at 1. Off Rec, Llandudoch.
 JONES, THOMAS, Anfield, nr Liverpool, Builder. May 10 at 3. Off Rec, 36, Victoria st, Liverpool.
 JONES, THOMAS, Gallygates, Glamorgan, Grocer. May 11 at 12. Off Rec, Merthyr Tydfil.
 LANGLEY, ALFRED HUGH, Ashford, Kent, Marine Store Dealer. May 12 at 2. Off Rec, 11, Bank st, Ashford.
 MACHIN, ARTHUR, Dronfield, Derby, Draper. May 9 at 2.30. Law Society, Hoole's church, Bank st, Sheffield.
 METCALFE, LEONARD, Bradford, Bootmaker. May 9 at 11. Off Rec, 31, Manor row, Bradford.
 MILLS, BENJAMIN, Baccup, Lancs, out of business. May 6 at 2.30. Off Rec, Urdon's church, Bridge st, Manchester.
 MUNDAY, CHARLES, Winchester, out of business. May 6 at 2.30. Off Rec, 4, East st, Southampton.
 NEALE, WALTER WILLIAM, Foleshill, Warwick, Solicitor. May 6 at 11. Craven Arms Hotel, Coventry.
 PALMER, FRANCIS, Warboys, Huntingdon, Retired Farmer. May 10 at 12. County Court, Peterborough.
 PARKER, ROLAND, juv, Sneyton, Nottingham, Contractor. May 6 at 12. Off Rec, 1, High Pavement, Nottingham.
 PAUL, WILLIAM HARVEY, Penzance, Baker. May 7 at 2. Western Hotel, Penzance.
 POWELL, THOMAS, Mountain Ash, Glamorgan, Bootmaker. May 10 at 12. Off Rec, Merthyr Tydfil.
 REES, JOHN, Merthyr Tydfil, Butcher. May 12 at 12. Off Rec, Merthyr Tydfil.
 ROBINSON, FREDERICK WILLIAM, Fenchurch st, Watchmaker. May 6 at 11. Bankruptcy bldgs, Lincoln's inn.

ROOPE, CHARLES, New Clee, Lincoln, Fisherman. May 11 at 12. Off Rec, 3, Haven st, Grimsby.
 STANLEY, JAMES PETER, CHARLES ROBERTS, GEORGE HENRY HOSKINSON, and JOHN EDWARD BRIERLEY, Manchester, Merchants. May 6 at 11. Off Rec, Urdon's church, Bridge st, Manchester.
 THOMAS, EDWARD, Nottingham, Blacksmith. May 6 at 11. Off Rec, 1, High Pavement, Nottingham.
 TOPHAM, CHRISTOPHER BRITTON, Gt Grimsby, Joiner. May 11 at 2.30. Off Rec, 3, Haven st, Grimsby.
 UGLOW, JOHN, and EDWARD PICKER UGLOW, Broadclyst, Devon, Millers. May 11 at 11. Casle of Exeter, Exeter.
 VASILIADES, CONSTANTINE DIMETRIUS, Liverpool, Fruit Merchant. May 10 at 2. Off Rec, 35, Victoria st, Liverpool.
 WADE, WILLIAM HENRY, New Leeds, Bradford, Grocer. May 7 at 10. Off Rec, 81, Mesor row, Bradford.
 WALKER, JAMES, Alcocke, Lincoln, Bricklayer. May 10 at 1. Off Rec, Figgree lane, Sheffield.
 WALKER, JOHN, Carlisle, Commission Agent. May 9 at 12. Off Rec, 31, Fisher st, Carlisle.
 WILLIAM, JOHN CLEMENT, Lowestoft, Salmaker. May 7 at 2. Off Rec, 6, King st, Norwich.
 WIMMING, HENRY WILLIAM, High st, Foplar, Leather Seller. May 6 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 WIMMING, JOHN, Burton on Trent, Builder. May 6 at 2. White Hart Hotel, Burton on Trent.
 WILSON, GEORGE, Newcastle on Tyne, Plumber. May 9 at 11. Off Rec, Pink lane, Newcastle on Tyne.
 WILSON, WILLIAM, Blackheath, Builder. May 10 at 10. Off Rec, Dudley.
 WIMMING, WILLIAM, Gloucester, Carpenter. May 7 at 3. Off Rec, 15, King st, Gloucester.
 YOUNG, CHARLES, Stockton on Tees, Ironmonger. May 6 at 12. Station Hotel, York.

ADJUDICATIONS.

ALEXANDER, LAZARUS, and LAUREL ALEXANDER, Buckingham palace rd, Fruiterers. High Court. Pet April 27. Ord April 27.
 ANIZ, MARY, Fenton, Staffordshire, Grocer. Stoke upon Trent. Pet April 26. Ord April 26.
 BAUM, JOHN, Carlton, Leicestershire, Farmer. Leicester. Pet April 26. Ord April 26.
 CAIRN, GEORGE, the elder, St Neots, Huntingdonshire, Innkeeper. Bedford. Pet April 21. Ord April 23.
 CARTER, GEORGE ROE, Fenge, Surrey, Physician. Croydon. Pet Mar 23. Ord April 26.
 CLARKE, JAMES CARVER, Plaistow, Essex, Marine Engineer. High Court. Pet April 13. Ord April 26.
 COMPTON, WILLIAM, Birmingham, Saddler. Birmingham. Pet Feb 11. Ord April 26.
 DAUNTON, ALBERT, Bristol, Decorator. Bristol. Pet April 14. Ord April 25.
 DYER, THOMAS, High st, Kingland, Cheesemonger. High Court. Pet Feb 24. Ord April 26.
 DOTE, JOSEPH BURTON, Leicester, Boot Manufacturer. Leicester. Pet April 4. Ord April 26.
 DRESSEL, SIGFRIED, Canton, Cardiff, out of business. Cardiff. Pet April 16. Ord April 26.
 ESKRIDGE, ROBERT CROFT, and RICHARD JACKSON ESKRIDGE, Seaford, Builders. Liverpool. Pet April 26. Ord April 27.
 EVANS, JOSEPH, Ashby de la Zouch, Leicestershire, Cabinet Maker. Burton on Trent. Pet April 7. Ord April 27.
 FISHER, WILLIAM, Burton on Trent, Nurseryman. Burton on Trent. Pet April 6. Ord April 27.
 HARRIS, THOMAS WILLIAM, Bartholomew rd, Camden rd, Jeweller. High Court. Pet March 9. Ord April 27.
 HICKMAN, CHARLES ALFRED, Sedgley, Staffordshire, Grocer. Dudley. Pet April 25. Ord April 26.
 HOOPER, CHARLES, Chatsworth rd, Clapton, Grocer. High Court. Pet April 22. Ord April 26.
 HUMPHREY, JOHN SWIFT, Lett st, Herne hill, Schoolmaster. High Court. Pet April 22. Ord April 26.
 INGRAM, CHARLES WESLEY, Penarth, Glamorgan, Shipbroker. Cardiff. Pet Feb 12. Ord April 26.
 JACKSON, GEORGE, New Clee, Lincolnshire, Fisherman. Gt Grimsby. Pet April 26. Ord April 26.
 JESSUP, JANE, Burham, Kent, Grocer. Rochester. Pet April 22. Ord April 26.
 JONES, ROWLAND DAVID, Welchpool, Montgomeryshire, Grocer. Newtown. Pet April 4. Ord April 26.
 LEWIS, BENJAMIN AUGUSTUS, Tingewick, Bucks, Threshing Machine Proprietor. Bandy Pet April 26. Ord April 27.
 LONGMORE, BENJAMIN, HENRY LONGMORE, and SYMON LONGMORE, Walsall, Farmers. Walsall. Pet April 2. Ord April 26.
 MANN, SAMUEL THOMAS PROGER, Bottoms Morley, Yorks, Butcher. Dewsbury. Pet April 26. Ord April 26.
 MILLS, BENJAMIN, Baccup, out of business. Oldham. Pet April 21. Ord April 25.
 NEEDHAM, JAMES GOODRICK, West st, Sheffield, Watchmaker. Sheffield. Pet April 26. Ord April 27.
 NICHOLSON, JOHN YOUNGER, Stockton on Tees, Grocer. Stockton on Tees and Middlesbrough. Pet April 26. Ord April 26.
 PALMER, WILLIAM, Smethwick, Staffordshire, Braasworker. Oldbury. Pet April 18. Ord April 26.
 PRANCE, JOHN NOAH, Gertrude st, Chelsea, Glass Painter. High Court. Pet April 27. Ord April 27.
 PRANCE, REUBEN GEORGE, Station rd, Forest gate, Corn Chandler. High Court. Pet March 20. Ord April 26.
 PIDDGORE, MORRIS, Wooler, Northumberland, Clerk in Holy Orders. Newcastle on Tyne. Pet April 26. Ord April 27.
 POWELL, GEORGE, Northampton, Ironmonger. Northampton. Pet April 26. Ord April 26.
 POWELL, RICHARD, City Garden row, Islington, out of business. High Court. Pet April 26. Ord April 27.
 PESOTT, SAMUEL, Exmouth st, Clackenwell, Baker. High Court. Pet Feb 22. Ord April 26.
 REYNOLDS, DAVID, FREELOVE, Swansea, Licensed Victualler. Swansea. Pet April 19. Ord April 26.
 ROBERTS, WILLIAM KYFFIN, Portmadoc, Carnarvonshire, Quarryman. Bangor. Pet April 14. Ord April 27.
 SEWARD, THOMAS, Godmanchester, Huntingdonshire, Cattle Dealer. Peterborough. Pet April 23. Ord April 26.
 SIMPSON, EDWARD, Aston, nr Birmingham, Boot Manufacturer. Birmingham. Pet April 25. Ord April 26.
 SPENDLER, HENRY GEORGE, Lowestoft, Suffolk, Fish Dealer. Great Yarmouth. Pet April 26. Ord April 26.
 THOMPSON, WILLIAM, Warley, nr Oldbury, Malster. Oldbury. Pet April 26. Ord April 26.
 THORNTON, JOSEPH, Buttershaw, nr Bradford, Innkeeper. Bradford. Pet Mar 19. Ord April 6.
 VILLANUOVA, FERNANDO LORENZO PABLO, Edington, Warwickshire, Ironmonger's Assistant. Birmingham. Pet April 25. Ord April 26.
 WALKER, JOHN, Carlisle, Commission Agent. Carlisle. Pet April 26. Ord April 26.
 WHITE, SAMUEL, Hurlingham rd, Fulham, Manufacturers' Agent. High Court. Pet April 26. Ord April 26.

WILLIAMS, WILLIAM EDWARD, and ALFRED PROSSER, Bristol, Builders. Bristol. Pet March 17. Ord April 25

WILSON, WILLIAM, Blackheath, Staffs, Builder. Dudley. Pet April 21. Ord April 29

WOODWARD, HENRY, Oakamoor, Staffordshire, Labourer. Stoke upon Trent. Pet April 27. Ord April 27

London Gazette.—TUESDAY, May 2.

RECEIVING ORDERS.

ANDERSON, WILLIAM, Cannon st, Licensed Victualler. High Court. Pet Apr 28. Ord Apr 29

ANDREWS, WILLIAM STAINES, Wells next the Sea, Norfolk, Grocer. Norwich. Pet Apr 29. Ord Apr 29

BACH, WILLIAM RICHARD, jun, Halesowen, Worcs, Wheelwright. Stourbridge. Pet Apr 20. Ord Apr 20

BARROW, GEORGE WILLIAM, Cheltenham, Jeweller. Cheltenham. Pet Apr 19. Ord Apr 29

BROWN, EDWIN CHAIL, Burton on the Wolds, Leicestershire, Farmer. Leicester. Pet Apr 30. Ord Apr 30

BUGG, JOHN, Dinton, Wilts, Miller. Salisbury. Pet Apr 16. Ord Apr 27

CATTELL, THOMAS, Northampton, Grindery Dealer. Northampton. Pet Apr 28. Ord Apr 29

CHANNY, BREWSTER & Co, Birmingham, Tea Merchants. Birmingham. Pet Apr 14. Ord Apr 29

CLAYBURN, JOHN, Gt Grimsby, Hairdresser. Gt Grimsby. Pet Apr 27. Ord Apr 28

COLVIN, JAMES, Blyth, Northumberland, Grocer. Newcastle on Tyne. Pet Apr 30. Ord Apr 30

DAVIES, EVAN, Merthyr Tydfil, Licensed Victualler. Merthyr Tydfil. Pet April 28. Ord April 28

DONEY, FRANCIS, Forest Hill, Builder. High Court. Pet April 28. Ord April 28

DUCKWORTH, RICHARD, Heywood, Lancashire, out of business. Bolton. Pet April 29. Ord April 29

FABRELL, WILLIAM, Runcorn, Cheshire, Builder. Warrington. Pet April 28. Ord April 28

FARRER, CHARLES EDMUND, Roydon, Essex, no occupation. Edmonton. Pet April 11. Ord April 27

GLASBEY, WILLIAM JAMES, and JAMES BRIZELL, Liverpool, Commission Merchants. Liverpool. Pet April 28. Ord April 28

GROESMITH, WILLIAM, Peterborough, Cottager. Peterborough. Pet April 28. Ord April 28

HUNSON, ROBERT BOULTON, Leese, nr Ulverston, Farmer. Ulverston and Barrow in Furness. Pet April 29. Ord April 29

HUMPHREY, WILLIAM, Honiton, Boot Maker. Exeter. Pet April 29. Ord April 29

HUNT, TOM OLIVER, Leominster, Surgeon. Leominster. Pet April 30. Ord April 30

JONES, EDWARD, Newtown, Montgomeryshire, Tin Plate Worker. Newtown. Pet April 30. Ord April 30

LEWIS, GEORGE, Cardiff, Glass Merchant. Cardiff. Pet April 19. Ord April 29

MASON, GEORGE FINCH, South Audley st, Artist. High Court. Pet Dec 30. Ord April 29

MILLS, JOSEPH, and THOMAS MILLS, Cheltenham, Pork Butchers. Cheltenham. Pet April 29. Ord April 29

PICCOLLO, CATARINA, Wigmore st, Cavendish sq, Warehouseman. High Court. Pet April 30. Ord April 30

POMEROY, GEORGE, Wilton, Wilts, Builder. Salisbury. Pet April 28. Ord April 28

PRECKETT, THOMAS, Milford Haven, Grocer. Pembroke Dock. Pet April 27. Ord April 27

RHEE, EDWARD, Cardiff, Hay Merchant. Cardiff. Pet April 14. Ord April 28

SANDY, W. A., Fleet st, Managing Director. High Court. Pet March 4. Ord April 28

SHARPE, GEORGE, Bow rd, Boot Dealer. High Court. Pet March 24. Ord April 28

SMITH, THOMAS, Churchtown, nr Southport, Farmer. Liverpool. Pet April 28. Ord April 28

SMITH, WILLIAM, St-el's rd, Haverstock hill. High Court. Ord April 28

STOW, JOSEPH HOLGATE, Keighley, Yorks, Shop Manager. Bradford. Pet April 30. Ord April 30

STUBBS, WILLIAM, Northampton, Accountant. Northampton. Pet April 28. Ord April 28

THOMAS, WILLIAM, Nantygae, nr Amlwch, Anglesey, Farmer. Bangor. Pet April 29. Ord April 29

TOPP, ELZ, Oulgrave, Derbyshire, Blacksmith. Derby. Pet April 30. Ord April 30

OWEN, JAMES, GEORGE TOWNSEND, and ROBERT TOWNSEND, Colne, Lancs, Cotton Spinners. Burnley. Pet April 27. Ord April 28

WALKER, JAMES, Newcastle on Tyne, Hairdresser. Newcastle on Tyne. Pet April 30. Ord April 30

WENTHAM, THOMAS, Great Wakering, Essex, Butcher. Chelmsford. Pet April 29. Ord April 29

WELFORD, JOHN, Highgate hill, Dairyman. High Court. Pet March 31. Ord April 29

WILLET, WILLIAM JOHN LEITCHER, Birmingham, Stationer. Birmingham. Pet April 18. Ord April 28

The following amended notice is substituted for that published in the London Gazette of April 29.

BURHILL, HENRY, Adisham, Kent, Wheelwright. Canterbury. Pet April 28. Ord April 30

FIRST MEETINGS.

ANDREWS, WILLIAM STAINES, Wells next the Sea, Norfolk, Grocer. May 18 at 11. Off Rec, 8, King st, Norwich

AULT, MART, Fenton, Stafford, Grocer. May 16 at 4. Off Rec, Newcastle under Lyne

AUSTIN, THOMAS, Birmingham, Teller. May 18 at 11. Off Rec, Birmingham

BACH, WILLIAM RICHARD, jun, Halesowen, Worcester, Wheelwright. May 10 at 2.15. Talbot Hotel, Stourbridge

BARROW, GEORGE WILLIAM, Cheltenham, Jeweller. May 10 at 3.30. County Court, Cheltenham

BATTEN, ISAAC, Penance, Watchmaker. May 10 at 12. Off Rec, Bank chmbrs, Bristol

BROMLEY, CHARLES HAMILTON, King's Bench walk, Temple, Barrister at Law. May 12 at 12. 33, Carey st, Lincoln's inn

BUGG, JOHN, Dinton, Wilts, Farmer. May 11 at 2. Off Rec, Salisbury

COLVIN, JAMES, Blyth, Northumberland, Grocer. May 14 at 11. Off Rec, Pink lane, Newcastle on Tyne

DAVIES, DAVID WALTER, Blaenau Ffestiniog, Merioneth, Grocer. June 2 at 12. Queen's Head Cafe, Bangor

DAVIES, HENRY HARRIS, Llanged, Anglesey, Clerk in Holy Orders. May 19 at 12. Queen's Head Cafe, Bangor

DUCKWORTH, RICHARD, Heywood, Lancashire, out of business. May 13 at 11.30. 14, Wood st, Bolton

DYSON, JAMES EDWIN, Duke st, Manchester sq, out of business. May 13 at 2.30. 33, Carey st, Lincoln's inn

EATON, SAMUEL WILLIAM, Rothwell, Northamptonshire, Shoe Manufacturer. May 14 at 3. County Court, Northampton

GARRETT, JOSEPH, Gloucester, Refreshment House Keeper. May 10 at 11. Off Rec, 16, King st, Gloucester

GREENHOOD, JOSEPH, Liversedge, Insurance Agent. May 10 at 10. Off Rec, Bank chmbrs, Batley

GRIFFITHS, JOHN, Anfield, nr Liverpool, Grocer. May 13 at 3. Off Rec, 26, Victoria st, Liverpool

GROESMITH, WILLIAM, Peterborough, Cottager. May 16 at 12.45. County Court, Peterborough

HARNOCK, HENRY JOSEPH, East India Dock rd, Veterinary Surgeon. May 11 at 2.30. 33, Carey st, Lincoln's inn

HARRIS, JOHN THOMAS, High Wycombe, Buckinghamshire, Builder. May 10 at 11.30. Off Rec, 1, St Aldate, Oxford

HAWLEY, HERBERT FREDERIC, Lower rd, Rotherhithe, Timber Merchant. May 11 at 24. 33, Carey st, Lincoln's inn

HENSHAW, JOHN, and THOMAS JOHN COLES, Fenton, Staffordshire, Colliery Agents. May 17 at 12. Off Rec, Newcastle under Lyne

HORSNAILL, WALTER, JOHN, Station rd, Stroud green, Removal Contractor. May 10 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HUGHES, WILLIAM R, Bangor, General Dealer. May 19 at 12.30. Queen's Head Cafe, Bangor

HUMPHREY, WILLIAM, Honiton, Bootmaker. May 13 at 12. Off Rec, 13, Bedford circus, Exeter

ISAACS, GEORGE SOLOMON, Frome, Somerset, Hatter. May 11 at 12.30. Off Rec, Bank chmbrs, Bristol

JENNIE, FREDERIC, and FABIAN JAMES KNEWSTUB, King Henry's rd, South Hampstead, Dressing Case Makers. May 10 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

JOHNSON, JOHN GEORGE, Brigstock, Northamptonshire, Publican. May 16 at 2. County Court, Northampton

JONES, WILLIAM, Bangor, Plumber. May 13 at 12. Off Rec, Chester

LAMPRELL, RICHARD ARNOLD, Portland pl, Clapham rd, Builder. May 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

LEWARTON, ELIAS ROBERT, Fulbeck, Lincolnshire, Grocer. May 10 at 3.30. Off Rec, 1, High pavement, Nottingham

LOTT, THOMAS JOHN, Grove rd, Mile End, Upholsterer. May 12 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

MALBY, EDWARD BOSTOCK, ROBERT YOUNG, and ALFRED OLDENOW, King's rd, St Pancras, Organ Builders. May 13 at 11. Bankruptcy bldgs, Lincoln's inn

MARSH, JOSEPH COX, Queen Victoria st, Commission Agent. May 11 at 2.30. Bankruptcy bldgs, Lincoln's inn

MILLS, JOSEPH, and THOMAS MILLS, Cheltenham, Pork Butchers. May 12 at 3.30. County Court, Cheltenham

MORRIS, JOHN, FALCIS, Ironbridge, Salop, Grocer. May 18 at 11.30. County Court, Madeley

NAYLOR, JOHN, Hoyland, Nether, Yorks, out of business. May 11 at 10. Off Rec, 3, Eastgate, Barnsley

NORTON, MARION, Llanelly, Carmarthen, Florist. May 12 at 2.30. Off Rec, 2, Crookherbtown, Cardiff

OAKES, ARTHUR, Birmingham, Surgeon. May 12 at 11. Off Rec, Birmingham

PALMER, WILLIAM, Smethwick, Stafford, Brassworker. May 23 at 10.30. County Court, Oldbury

POMEROY, GEORGE, Wilton, Wilts, Builder. May 12 at 3. Off Rec, Salisbury

POWELL, GEORGE, Northampton, Ironmonger. May 16 at 10. County Court, Northampton

REICHELDF, ELKIN, Goodge st, Tottenham ct rd, Tailor. May 11 at 11. 33, Carey st, Lincoln's inn

ROBERTS, CHARLES, Church rd, Wimbledon, Grocer. May 13 at 11. 16 Room, 30 and 31, St Swithin's lane

RYAN, JAMES, Edmund pl, Aldersgate st, Manufacturers' Agent. May 12 at 11. 33, Carey st, Lincoln's inn

SANDER, WILHELM, Soresbrook, Shipbroker. May 10 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

SCATTERGOOD, LUKE, Nottingham, Builder. May 10 at 12. Off Rec, 1 High pavement, Nottingham

SIMISTER, EDWARD, Birmingham, Boot Manufacturer. May 11 at 11. Off Rec, Birmingham

SMITH, THOMAS, Churchtown, nr Southport, Farmer. May 12 at 3. Off Rec, 25, Victoria st, Liverpool

SPENDLER, HENRY GEORGE, Lowestoft, Suffolk, Fish Dealer. May 14 at 12. Off Rec, 8, King st, Norwich

SPEOAT, JOHN, and ISRAEL SCARGILL, Hanson st, Barnsley, Grocers. May 11 at 11. Off Rec, 2, Eastgate, Barnsley

STUBBS, WILLIAM, Northampton, Accountant. May 16 at 3. County Court, Northampton

THOMSON, WILLIAM, Warley, near Oldbury, Malster. May 23 at 10.45. County Court, Oldbury

WALKER, JAMES, Newcastle on Tyne, Hairdresser. May 14 at 12. Off Rec, Pink lane, Newcastle on Tyne

WOODWARD, ARTHUR, Twyford st, Caledonian rd, out of employment. May 10 at 11. 33, Carey st, Lincoln's inn

WOODWARD, HENRY, Oakamoor, Staffordshire, Labourer. May 17 at 11. Off Rec, Newcastle under Lyne

YOUNG, WILLIAM FREDERICK, Highworth, Wilts, Butcher. May 10 at 11.30. Off Rec, Swindon, Wilts

The following Amended Notice is substituted for that published in the London Gazette of April 22.

JONES, ROBERT, Liangollen, Denbighshire, Innkeeper. May 18 at 2.30. Off Rec, Chester

ADJUDICATIONS.

ALLINGTON, WALTER, Weelsby, nr Gt Grimsby, Boot Dealer. Gt Grimsby. Pet April 28. Ord April 29

ANDREWS, WILLIAM STAINES, Wells next the Sea, Norfolk, Grocer. Norwich. Pet April 29. Ord April 30

BACH, WILLIAM RICHARD, jun, Halesowen, Worcester, Wheelwright. Stourbridge. Pet April 20. Ord April 27

BAMFLET, THOMAS, Haverton hill, Durham, Farmer. Stockton on Tees and Middlesbrough. Pet April 1. Ord April 27

BOON, WILLIAM, Cusford, Kent, Railway Agent. High Court. Pet April 28. Ord April 28

CATTELL, THOMAS, Northampton, Grindery Dealer. Northampton. Pet April 28. Ord April 29

CLAYBURN, JOHN, Gt Grimsby, Hairdresser. Gt Grimsby. Pet April 27. Ord April 28

COLVIN, JAMES, Blyth, Northumberland, Grocer. Newcastle on Tyne. Pet April 30. Ord April 30

COOPER, GEORGE BINION, Drury lane, Ironfounder. High Court. Pet April 27. Ord April 29

DAVIES, EVAN, Merthyr Tydfil, late Licensed Victualler. Merthyr Tydfil. Pet April 28. Ord April 28

DAVE, WILLIAM, Heraham, Surrey, Farmer. Kingston, Surrey. Pet April 15. Ord April 30

DODSON, EDWIN, London st, E.C., Tailor. High Court. Pet April 25. Ord April 29

DUCKWORTH, RICHARD, Heywood, Lancashire, out of business. Bolton. Pet April 28. Ord April 29

FABRELL, WILLIAM, Runcorn, Cheshire, Builder. Warrington. Pet April 28. Ord April 30

FRANKS, JOHN, Leicester, Corn Factor. Leicester. Pet April 7. Ord April 28

FRASER, DONALD, Dartford, Wine Merchant. Rochester. Pet April 4. Ord April 28

GARRETT, CHARLES FREDERICK, Southsea, Surgeon. Portsmouth. Pet April 12. Ord April 28

GILES, GEORGE, Willesborough, Kent, out of business. Canterbury. Pet April 7. Ord April 27

GREENHOUSE, JOSEPH, Liversedge, Yorks, Insurance Agent. Dewsbury. Pet April 27. Ord April 29.
 GRIMFITH, JOHN, Anfield, nr Liverpool, Grocer. Liverpool. Pet March 17. Ord April 29.
 GROSSMITH, WILLIAM, Peterborough, Cottager. Peterborough. Pet April 28. Ord April 30.
 HARDS, HENRY JOHN, Moorgate st, Auctioneer. High Court. Pet Dec 31. Ord April 29.
 HENDY, THOMAS GODWIN, Reading, out of business. Reading. Pet Feb 28. Ord April 29.
 HENSHAW, JOHN, and THOMAS JOHN COLES, Fenton, Staffordshire, Colliery Agent. Stoke upon Trent. Pet April 13. Ord April 29.
 HUMPHREY, WILLIAM, Honiton, Bootmaker. Exeter. Pet April 29. Ord April 29.
 HUNT, TOM OLIVER, Leominster, Surgeon. Leominster. Pet April 30. Ord Apr 30.
 ISAACS, GEORGE SOLOMON, Frome, Somersetshire, Hatter. Frome. Pet April 28. Ord April 29.
 JONES, WILLIAM ELLIS, jun, Haverfordwest, Printer. Pembroke Dock. Pet April 26. Ord April 30.
 LEECH, WILLIAM FRITCHARD, Latimer rd, Notting hill, Builder. High Court. Pet April 26. Ord April 29.
 LOCKITT, CHARLES CLAYTON, George st, Croydon. Croydon. Pet March 29. Ord April 27.
 MARSH, WILLIAM, Canterbury, out of business. Canterbury. Pet Apr 1. Ord Apr 27.
 MILLER, THOMAS MCORIE, Horleydown, Surrey, Licensed Victualler. High Court. Pet Feb 12. Ord Apr 29.
 MORRIS, SAMUEL, Hordean, Hants, Grocer. Portsmouth. Pet Mar 24. Ord Apr 16.
 MOYSE, HARRY, King's rd, Chelsea, Clothier. High Court. Pet Mar 24. Ord Apr 29.
 NORTON, MARION, Llanelly, Carm. Florist. Cardiff. Pet Mar 18. Ord Apr 29.
 PAGE, JAMES HENRY, Brighton, Refreshment Contractor. Brighton. Pet Feb 22. Ord April 29.
 POMEROY, GEORGE, Wilton, Wilts, Builder. Salisbury. Pet Apr 28. Ord Apr 30.
 POUNCEY, GEORGE, Ripon, Tailor. Northallerton. Pet Apr 1. Ord Apr 29.
 REYNOLDS, JOSEPH, Bromsgrove, Worcs, Licensed Victualler. Worcester. Pet Apr 21. Ord Apr 28.
 ROBUCK, ERNEST, Park rd, Barnsley, Tobaccoist. Barnsley. Pet April 5. Ord April 30.
 SCATTERGOOD, LUKE, Nottingham, Builder. Nottingham. Pet April 23. Ord April 29.
 SEARLE, GEORGE, Bow rd, Boot Dealer. High Court. Pet March 24. Ord Apr 29.
 SMITH, THOMAS, Churcht. wn, nr Southport, Farmer. Liverpool. Pet Apr 28. Ord Apr 28.

STUBBS, WILLIAM, Northampton, Accountant. Northampton. Pet Apr 28. Ord Apr 29.
 TOFT, ELIZ, Youlgrave, Derbyshire, Blacksmith. Derby. Pet April 26. Ord April 30.
 WALKER, JAMES, Newcastle on Tyne, Hairdresser. Newcastle on Tyne. Pet April 30. Ord April 30.
 WHEATLEY, THOMAS, Gt Woking, Essex, Butcher. Chelmsford. Pet April 29. Ord April 29.
 WHELDON, JOSEPH, Burton on Trent, Builder. Burton on Trent. Pet April 23. Ord April 29.
 WILSON, JOHN DOUGLAS, Ibbstock, Leicestershire, Draper. Leicester. Pet April 14. Ord April 28.
 WINNING, WILLIAM, Gloucester, Carpenter. Gloucester. Pet April 26. Ord Apr 29.
 YOUNG, WILLIAM FREDERICK, Highworth, Wilts, Butcher. Swindon. Pet April 28. Ord April 28.

ADJUDICATION ANNULLED.

RATH, LEONORE, Ribblesdale rd, Harnsey, spongio Lignine Goods Manufacturer. High Court. Adjud Dec 17. Annul April 29.

SALES OF ENSUING WEEK.

May 10.—Messrs DRIVER & Co., at the Mart, at 2 p.m., Freehold Estate and Property (see advertisement, April 16, p. 4).
 May 11.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Estate (see advertisement, this week, p. 4).
 May 11.—Messrs. FULLER, HOBBS, SON, & CASSELL, at the Mart, at 1 p.m., Leasehold Property (see advertisement, this week, p. 3).
 May 12.—Messrs. FARMER, BROTHERS, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties and Ground Lease.
 May 13.—BAKER & SONS, at the Mart, at 2 p.m., Freehold Building Estate, Leasehold Property, Lease and Goodwill (see advertisement, this week, p. 4).

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